

General Terms of Sale and Delivery of Engelmann Sensor GmbH

§1 Scope, general

(1) Our General Terms of Sale ("GTS") apply to all current and future business transactions and deliveries to our customers (hereinafter "Purchaser"), without the need for a renewed transmission or a repeated notification. Deviating, conflicting or supplementary terms and conditions of the Purchaser, even if we are aware of them or they are repeatedly referenced by the Purchaser, for example, on Purchaser's orders, are not part of the contract, unless we agree to their validity expressly in writing. Our Terms of Sale shall apply only to entrepreneurs in the sense of Section 14 BGB [German Civil Code].

(2) Our GTS apply in particular to contracts concerning sales and/or delivery of movable property (hereinafter also referred to as "goods") without considering if the goods are manufactured by ourselves or if they are bought from suppliers (Sections 433, 651 BGB). Legally relevant declarations and notifications that are provided to us by the Purchaser after conclusion of contract (e.g., deadlines, notice of defects, declaration of withdrawal or reduction in volume) are not effective unless made in writing.

§ 2 Conclusion of contract

(1) Our offers are non-binding and without obligation. This also applies if we have given the Purchaser catalogs, technical documentation, other product descriptions or documents, including in electronic form. The Purchaser's order is a binding offer. We can accept this offer at our discretion by sending an order confirmation or by sending the ordered goods to the Purchaser or by providing the ordered service.

(2) The documents belonging to our offer such as brochures, catalogs, drawings, illustrations, descriptions, technical data, references to standards as well as information in advertising materials are not a guarantee of quality or quality agreements within the meaning of Section 434 BGB. Deviations of the delivery item from such descriptions as well as offers, samples, pilot series, trial and advance deliveries are permitted in accordance with the state of the art and relevant technical standards.

(3) Each conclusion of a contract and every delivery shall be subject to the correct and timely delivery by our suppliers, unless we are responsible for the missing or non-timely delivery by our suppliers. In the event of a risk of non-delivery or non-timely delivery by our suppliers, we are entitled to undertake cover transactions. The goods procured through cover transactions replace the contractually owed goods insofar as they do not deviate significantly from the agreed goods in terms of quantity, type, quality and price. Absolute deviations of +/- 10% are considered to be essential quantitative deviations.

§ 3 Prices

(1) Unless otherwise stated in the order confirmation, our prices apply ex Wiesloch-Baiertal and do not include packaging; this will be charged separately. The statutory value added tax is not included in our prices. The value added tax will be invoiced separately in the respective applicable amount. A discount, if any, must be agreed separately in text form.

(2) Our invoices are due for payment within 30 days of the invoice date without deductions. Thereafter, the Purchaser shall be considered in default, without the necessity of a separate reminder. The purchase price stated in the invoice shall accrue interest at the applicable statutory default interest rate for the duration of the delay. We reserve the right to claim further delay damages. Our right to claim commercial maturity interest (Section 353 HGB [German Commercial Code]) against retailers shall remain unaffected.

(3) We reserve the right, in the case of contracts with an agreed delivery period of more than 4 months, to increase prices in accordance with cost increases arising from collective labor agreements or increases in the prices of materials. If the increase is more than 5% of the agreed price, the Purchaser has a right of termination.

(4) Set-off claims and rights of retention on the part of the Purchaser are only admissible if counterclaims on part of the Purchaser are legally valid, uncontested or accepted by us.

(5) If after conclusion of the contract it is clearly recognizable that our claim to the purchase price will be at risk by the lack of performance of the Purchaser (e.g. by application for insolvency proceedings) we have the right according to the legal provisions to refusal of performance and – after setting a deadline if required – to withdrawal of the contract (Section 321 BGB). For contracts made for the manufacture of unwarranted goods (custom-made items), we can declare such withdrawal immediately; the legal provisions relating to the dispensability of the deadline remain unaffected.

§ 4 Delivery time, default of acceptance

(1) Delivery periods begin upon receipt of the order confirmation by the Purchaser. They are considered as adhered to, when the delivery item has left our company before their expiry or notice has been given that the goods are ready for dispatch. This also applies if a delivery date is determined on a calendar basis.

(2) Delivery periods shall be reasonably extended in the event of industrial disputes as well as in the event of unforeseeable events, insofar as these have a significant influence on the production or delivery of the goods. This also applies if such circumstances occur with an upstream supplier. We are obliged to inform the Purchaser immediately of such circumstances.

(3) If we fall in default and if the Purchaser incurs any damage resulting therefrom, then the Purchaser is entitled, as of the seventh working day of the default, to demand a flat-rate compensation for delay in the amount of 0.5% of the value of goods to be delivered (net price) for each complete week of default, up to a maximum of 5% of the value of goods to be delivered. We reserve the right to prove that the Purchaser has suffered no or less damage as a result of the delay in delivery. Additional damage claims are only justified if the default is caused by wrongful intent or gross negligence. Otherwise, our liability for damages in case of slight negligence is limited to an amount of 30% of the contractually typical, foreseeable damage.

(4) Adherence to our delivery commitments shall be contingent upon the prompt and proper fulfillment of the Purchaser's duties.

(5) If the Purchaser is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Purchaser is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this we charge a flat-rate compensation in the amount of 0.5% of the value of goods to be delivered (net price) EUR for each complete week, starting with the delivery date or – in the absence of a delivery date – when notification is issued that the goods are ready to be shipped. Our right to demonstrate that we have incurred higher demands and our other legal rights to reimbursement (especially for additional expenses, reasonable damages, termination of contract) remain unaffected; the flat-rate compensation as described above shall be charged against any further monetary claims. The Purchaser shall be entitled to prove that no damage was caused or that the damage caused is significantly lower than the above flat rate.

(6) If we are obliged to deliver or make goods available on demand and if the partial quantities to be delivered are not demanded or classified by the Purchaser in due time, we are entitled, after unsuccessful granting of a grace period, to conduct the classification ourselves and to make the goods available or, in case of an obligation to deliver, to deliver the goods or to refrain from fulfilling the partial delivery or the service still to be performed under the contract and instead claim compensation for non-performance. Individual deliveries under supply contracts on demand can be terminated by us within a reasonable period of time.

§ 5 Passing of risk

(1) Unless expressly agreed otherwise, delivery will be made EXW (Incoterms 2010) ex warehouse Wiesloch-Baiertal. With the transfer of the delivery item to a freight forwarder or carrier, but at the latest when leaving the warehouse, the risk of accidental loss and accidental deterioration of the goods will transfer to the buyer.

(2) If the Purchaser so wishes, the delivery item shall be covered by transport insurance; the costs thereof shall be borne by the Purchaser.

(3) In the case of a delivery with "free shipping" we shall bear the costs of transport. Transfer of risk is in accordance with § 5 para. 1 with transfer of the delivery item to the freight forwarder or carrier. If the delivery item is insured for transport, the Purchaser shall bear the costs incurred.

§ 6 Liability for defects

(1) Unless otherwise provided below, the rights of the Purchaser in the event of any defect in the quality or defect in the title (including any wrong deliveries and short deliveries as well as improper or defective assembly) shall be governed by the statutory provisions. In all cases, the statutory special provisions shall remain unaffected upon final delivery of the goods to a consumer (supplier recourse per Sections 478, 479 BGB).

(2) The basis for any claim for defects shall first and foremost be the agreement regarding the appropriate condition and quality of the goods. All product descriptions that are the subject matter of the individual contract are regarded as an agreement on the quality of the goods. If specific agreements concerning the condition and quality of the goods have not been made, the statutory provisions per Section 434 paras. 1, 2 and 3 BGB shall be used to determine whether there is a defect or not. However, we assume no liability for public statements of the manufacturer or other third parties (e.g. advertising).

(3) Warranty rights of the Purchaser shall require that the Purchaser complies with its statutory obligation to examine the goods and give notice of non-conformity (Section 377 HGB). Regardless of this obligation to examine and notify, the Purchaser must notify us immediately in text form of obvious defects (including wrong and short deliveries). If the Purchaser fails to carry out the proper inspection and/or notification of defects, our liability for the defect which was not notified is excluded.

(4) If the delivered goods are defective, we may at our discretion remedy said defect by repair or by delivering a replacement product free of defects. Our statutory right to refuse remedy remains unaffected.

(5) We are entitled to make the owed remedial performance dependent on whether the Purchaser pays the due purchase price. However, the Purchaser is entitled to retain a share of the purchase price appropriate to the defect.

(6) The Purchaser shall allow us the necessary time and opportunity for due remedial performance and shall in particular hand over the goods concerned for inspection. In the case of a replacement delivery, the Purchaser shall return the rejected goods according to the statutory provisions. The supplementary performance does not include the removal of the defective item or the re-installation if we were originally not obliged to install it.

(7) The expenses necessary for the purpose of audit and subsequent performance, especially transport, infrastructure, labor and material costs (not: disassembly and installation costs) will be borne by us if a defect is actually present. If the Purchaser's request for rectification of defects proves to be unjustified, we can demand compensation from the Purchaser for any costs incurred.

(8) In urgent cases, if, for example, the safety of operations is at stake, or in order to avoid disproportionate damage, the Purchaser has the right to remedy the defect themselves and to demand the reimbursement of the expenses objectively required for this. We shall be informed of such activities as soon as possible, if possible, prior to the repair. The Purchaser's right to rectify defects shall not exist if we would be entitled to refuse the relevant remedial performance in accordance with the statutory regulations.

(9) The Purchaser may withdraw from the contract or reduce the purchase price if the remedial performance fails or if a reasonable deadline for the remedial performance as set by the Purchaser expires unsuccessfully or is not required according to the statutory provisions. There shall, however, be no right to withdraw if the defect is negligible. A failure of the subsequent performance exists if we have

been given sufficient opportunity, at least two attempts, to effect subsequent performance, we have refused or unreasonably delayed this or if this is deemed unreasonable for the Purchaser for other reasons.

(10) Any claims from the Purchaser for damages or reimbursement of expenses incurred shall only be asserted in accordance with § 8 and are otherwise excluded.

§ 7 Assembly, installation and other services

(1) A purchase or delivery contract concluded under the terms of these GTS does not in principle constitute a duty for us to install, assemble, maintain, re-calibrate, check findings or to provide any other services in relation to the purchased goods.

(2) If, after the transfer of risk (§ 5), we assist the purchaser or their vicarious agents in the installation or assembly of the delivered goods, this is done as an act of goodwill and does not constitute a legal claim of the Purchaser to perform any kind of services specified in paragraph 1 of this clause. Our liability is determined in these cases according to § 8 paras. 1 and 2.

(3) If the Purchaser has ordered the new calibration of a product purchased from us or a diagnostic test – own and third-party products –, this shall result in an independent contractual relationship, independent of any previously concluded purchase contract, for which separate costs will be incurred and invoiced.

§ 8 Other liability

(1) Insofar as not otherwise stipulated herein, including the following provisions, we assume liability according to the relevant statutory regulations in case of a breach of our contractual and non-contractual duties, in particular product liability law.

(2) We shall only be liable for damages – irrespective of their legal grounds – in case of intent or gross negligence. In case of simple negligence, we shall only be liable

- a) for damage resulting from injury to life, limb or health,
- b) for damage resulting from the breach of material contractual obligations (obligation the proper fulfillment of which constitutes a condition sine qua non and on the fulfillment of which the Purchaser regularly relies and may rely); in this case our liability is however limited to the reimbursement of the foreseeable, typically occurring damages.

(3) The liability limitation arising from paragraph 2 does not apply if we have maliciously omitted to disclose a defect or if we have provided a warranty for the quality of the goods. The same applies to claims by the Purchaser based on the German Product Liability Act [Produkthaftungsgesetz].

(4) In case of any breach of duty other than relating to defects, the Purchaser shall only be entitled to withdraw from or terminate the contract if we are responsible for said breach. A free right of termination of the Purchaser (in particular per Sections 651, 649 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply. The liability for defects resulting from improper handling, storage, assembly or processing of the goods by the Purchaser or by third parties is excluded.

§ 9 Statute of limitations

(1) Notwithstanding Section 438 para. 1 No. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery or handover of the goods. Insofar as acceptance has been agreed, the limitation period commences upon acceptance.

(2) If, however, the goods are a building or an object that has been used for a building in accordance with its normal use and which has caused its defectiveness (building material), the limitation period of the statutory regulation is 5 years from the date of delivery (Section 438 para. 1 no. 2 BGB). Special legal

regulations shall remain unaffected for material claims for restitution by third parties (Section 438 para. 1 No. 1 BGB), in cases of fraudulent intent of the Purchaser (Section 438 para. 3 BGB) and for claims of recourse against the supplier in final delivery to the consumer (Section 479 BGB).

(3) The above statutory periods of limitation of the law on sales shall also apply to contractual and extra-contractual damage claims of the Purchaser based on defects in the goods, unless the application of the regular statutory limitation (Sections 195, 199 BGB) would result in a shorter period of limitation in the individual case. The statute of limitations of the Product Liability Act shall remain unaffected in any case. For damage claims by the Purchaser in accordance with § 8, only the statutory limitation periods apply.

§ 10 Retention of title

(1) Until all our current and future claims arising under the contract and our ongoing business relationship (insured claims) have been completely paid, we reserve the title in the goods sold.

(2) The goods, subject to retention of title, may not be pledged or assigned as collateral to third parties until full payment of the secured claims is received. The Purchaser must notify us immediately in writing if and insofar as third-party access to the goods belonging to us occurs.

(3) If the Purchaser acts in breach of the terms of the contract, in particular by failing to pay the due remuneration, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or demand return of the goods on the basis of our retained title to the same. The demand for return of the goods does not automatically constitute our declaration of withdrawal from the contract; rather, we are entitled to assert our claim to the same and reserve the right to their return. If the Purchaser does not pay the due remuneration, we may assert these rights only if we have previously set the Purchaser an appropriate deadline for payment to no avail or if setting a deadline is dispensable according to the provisions of law.

(4) The Purchaser is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business and/or to assemble them as long as the Purchaser does not default on payment to us. In this case the following provisions will apply supplementary.

(a) The retention of title extends to the full value of the product resulting from the processing, mixing or combination of our goods, whereby we shall be deemed manufacturer. If, in the case of processing, mixing or connection with goods of third parties, their ownership rights exist, we acquire co-ownership in the ratio of the invoice values of the processed, mixed or connected goods. In all other cases, the same shall apply to the resulting product as to the goods delivered subject to retention of title.

b) The Purchaser hereby assigns to us, by way of security, any and all claims against third parties from the resale of goods or products in full and to the extent of any joint ownership in accordance with the preceding paragraph. We hereby accept this assignment. The Purchaser's obligations set out in paragraph 2 above shall also apply in respect of the assigned claims.

c) In addition to us, the Purchaser shall remain entitled to collect these claims. We undertake not to collect the claim as long as the Purchaser complies with our payment obligations, does not fall into arrears with payment, no application for the opening of insolvency proceedings has been filed and shows no other lack of financial capacity. If this is the case, we can demand that the Purchaser inform us of the assigned receivables and their debtors, provide all information necessary for collection, hand over the relevant documents, and inform the debtors (third parties) of the assignment.

d) If the achievable value of the securities exceeds our claims by more than 10%, we will release securities at our discretion at the Purchaser's request.

§ 11 Copyrights

(1) We reserve the proprietary rights and copyrights to drawings, illustrations, cost estimates, calculations and other documents. Such documents may not be made available to third parties. Any disclosure of documents to third parties requires our prior consent in text form. Insofar as offers are accompanied by drawings or other documents, the Purchaser must immediately surrender these and all copies thereof to us upon request.

(2) Insofar as we produce and deliver objects in accordance with the drawings, models, samples or other documents handed over by the Purchaser, the Purchaser shall warrant that the property rights of third parties are not infringed. The Purchaser exempts us from all costs of a claim, in particular claims for damages and the costs of the necessary legal defense. At the same time, we are free to discontinue the work – without obligation to examine the law – for objects to which a third party asserts rights and, in case of the Purchaser's liability, to claim damages.

§ 12 Place of performance, legal jurisdiction, applicable law

(1) The place of performance is Wiesloch-Baiertal.

(2) The place of jurisdiction is, as far as this can legally be agreed, our place of business.

(3) The law of the Federal Republic of Germany shall apply to these GTS and all legal relationships between us and the Purchaser to the exclusion of the UN Sales Convention. The prerequisites for and the effects of the retention of title according to § 10 herein shall be subject to the laws applicable at the respective location of the goods, if opting for German law is inadmissible or ineffective at said location.

(4) If the Purchaser is a merchant as defined in HGB, a legal entity under public law, or a special public fund, whether domestic or foreign, the exclusive jurisdiction for any disputes arising directly or indirectly under this contract shall be our headquarters in Wiesloch-Baiertal. However, we are also entitled to file suit at the general place of jurisdiction of the Purchaser.

Engelmann Sensor GmbH

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