General Terms and Conditions of Sales and Delivery of CATENSYS Group

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I. SCOPE OF THESE GENERAL CONDITIONS OF SALE AND DELIVERY

1. These General Terms and Conditions of Sale and Delivery (GTCSD) apply to all our business relationships with our customers, except for business relationships between the customer and Catensys France SAS . They apply - particularly to contracts for the sale and/or delivery of movable goods, regardless of whether we manufacture them ourselves or purchase them from third party supplier or subcontractor. However, these GTCSD apply only if the Customer is a businessperson within the meaning of § 14 BGB (German Civil Law), a legal person or a special fund under public law.

2. Our GTCSD apply exclusively. Conflicting, deviating or supplementary terms and conditions of the customer are not included in the contract. This shall also apply if we are aware of the customer's terms and conditions, without reservation, to accept orders, provide services or refer directly or indirectly to letters or the like containing the customer's or third party's terms and conditions.

3. Our GTCSD in their respective current valid version shall also apply as a framework agreement for future offers and contracts for the sale and/or delivery of movable goods with the same customer without any need to refer to them again in each individual case. In event that our GTCSD are amended or changed we shall inform the customer short-term and without undue delay.

II. CONTRACT FORMATION / WRITING OR TEXT FORM / REPRESENTATION

1. Our offers are subject to change and non-binding unless they are expressly marked as binding or contain a specific acceptance period.

2. The order by the customer is deemed to be a legally binding offer to conclude a contract. Our acceptance shall be made by written declaration in text form (e.g. by our order confirmation or our notice of readiness for dispatch/collection) or by delivery of the goods. The text of the declaration shall be decisive for the content of the contract. Legally relevant declarations and notifications made by the customer to us after contract formation (e.g. setting of deadlines, reminders, notices of defects) must be in – written form to be effective.

3. Declarations to be made "in writing" in accordance with these GTCSD can be effectively made in writing or in text form (§ 126b BGB German Civil Law), also in the form of an unsigned electronic document, an unsigned e-mail or by fax.

4. The written contract, including these GTCSD, which form an integral part of the written contract, fully reflect all agreements made between us and the customer concerning the subject matter of the contract. Any oral agreements made prior to the conclusion of the written contract are not legally binding and are replaced in full by the written contract, unless it is expressly stated in each case that they are remain binding.

5. Individual - including any oral- contractual agreements shall take precedence over these GTCSD. A written contract or our written confirmation shall be decisive for the proof of the content of such an agreement.
6. Unless otherwise stated in the commercial register or corresponding public registers, the customer acknowledges that legally binding declarations on our behalf can only be made jointly by two authorized representatives in accordance with our delegation of authority regulations.

III. RESERVATION OF RIGHTS / NON-DISCLOSURE / CONFIDENTIALITY

1. We do not grant any rights or licenses to our intellectual property (including but not limited to patents, trademarks, know-how and software) herewith and with delivery of the goods. We reserve all property rights, copyrights and industrial property rights to all documents, materials and other items (e.g. offers, catalogues, price lists, cost estimates, plans, drawings, illustrations, calculations, product descriptions and specifications, samples, models and other physical and/or electronic documents, information and software) handed over by us to the customer. The customer may not make the aforementioned items available or communicate them to third parties, exploit, reproduce or modify them, either as such or in terms of their content, without our prior written confirmation, insofar as this does not conflict with mandatory law. He shall use them exclusively for the contractual purposes and return them to us in full at our request and destroy (or delete) any existing (including electronic) copies insofar as they are no longer required by him in the ordinary course of business and in accordance with statutory storage obligations. Upon our request, he shall confirm to us the completeness of the return and destruction/deletion or explain which of the above-mentioned documents, materials or objects he still thinks he needs and for what reasons.

2. Both parties agree to the confidential information received from the other party in the course of the execution of the contract and shall not use it for our own business purposes without the permission of the other party. This shall also apply - for an indefinite period - after termination of the supply contract. This obligation does not apply to
information which was already legitimately known to the receiving party upon receipt without an obligation to maintain confidentiality or which subsequently legitimately becomes known without an obligation to maintain confidentiality or which - without a breach of contract by one of the parties - is or becomes generally known. "Confidential Information" within the meaning of this Clause III. 2. shall be all information (whether embodied or incorporeal) which either has been appropriately marked as "confidential" by the disclosing party (in the internal relationship between the parties) or which by its nature is readily recognizable as confidential (in particular business and trade secrets of the disclosing party). The confidentiality stipulated in this clause III. 2. does not restrict the right of the parties to disclose confidential information to authorities or courts within the scope of what is legally necessary upon no further contestable official or judicial order. Likewise, both parties remain entitled to disclose confidential information of the respective other party to their own legal advisors bound to professional secrecy and, if applicable, to the courts competent for the prosecution of the case for the purpose of fair legal prosecution. In all cases of disclosure of confidential information to third parties permitted under this Clause III. 2., the party disclosing to the third party shall be obliged - to the extent legally permissible - to inform the other party without undue delay and, if possible, in advance of the disclosure of the intended disclosure and to limit the disclosure to the extent necessary.

IV. PRICES / PROCESSING SURCHARGES / DELIVERY MODALITIES

1. All our deliveries shall be "Free Carrier - FCA (Incoterms 2020)" (referring to the warehouse from which we deliver in each case), unless otherwise agreed.

2. If agreed with the customer, we shall ship the goods to the destination specified by the customer in deviation from § 1. This shall be done - also - inclusive of customer's packaging requirement - at the customer's expense. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer in the cases of sentence 1 of this clause IV. 2. when the goods are handed over to the forwarding agent, carrier or other transport person. This shall also apply if partial deliveries are made or if we have assumed other services (e.g. the said dispatch or transport or the assembly).

3. The risk of accidental loss and accidental deterioration of the goods shall also pass to the customer if he is in default of acceptance.

4. Insofar as dispatch by us has been agreed, we are entitled to determine the type of dispatch (in particular the transport company and the dispatch route) and the packaging (material and type) at our due discretion.

5. Pallets, containers and other reusable packaging remain our property and are to be returned by the customer to our delivery point without delay and free of charge. Non-returnable packaging will be charged at cost price and will not be taken back.

6. Unless otherwise stated by us, all prices are net prices and are to be paid plus the legally owed value added tax. Any insurance, transport, packaging and express goods additional costs as well as any other taxes and duties shall be borne by the customer, unless otherwise agreed.

7. In the case of deliveries to EU member states ("intra-Community deliveries of goods"), the customer shall immediately cooperate in a suitable manner in providing evidence of the intra-Community delivery of goods. In particular, we may require a dated and signed confirmation of the intra-Community delivery of goods with at least the following content: Name and address of the recipient of the goods, quantity and customary description of the goods as well as place and date of receipt of the goods. If the customer culpably fails to comply with this duty to cooperate, he shall be liable for the resulting damage, in particular for the value added tax incurred by us.

V. EXPORT CONTROL

1. With regard to the business with our products, the customer shall comply with the applicable export control and sanction regulations and laws of the European Union (EU), the United States of America (US/USA) and other jurisdictions (export control regulations). The customer shall inform us in advance and provide us with all information (including end-use) necessary for us to comply with export control regulations, in particular if products are ordered for use in connection with

    a) country or territory, person or entity subject to restrictions or prohibitions under EU, US or other applicable export control and sanctions legislation; or

b) the design, development, production or use of military or nuclear goods, chemical or biological weapons, missiles, space or aircraft applications and delivery systems therefor.

2. The fulfilment of the contractual obligations by us is subject to the proviso that the applicable export control regulations do not conflict with this. Should this nevertheless be the case, we shall therefore be entitled in particular to refuse or withhold performance of the contract to the legally required extent without any liability towards the customer.

V. DELIVERY PERIODS / DELAY / CALL-OFF ORDERS / PARTIAL DELIVERIES

1. Delivery times/dates for deliveries and services (delivery periods), which have only been promised by us, are always only approximate. This shall not apply if a fixed delivery period has been expressly promised or agreed. Promised or agreed delivery periods are calculated from the date of our order confirmation, in the case of delivery against advance payment from receipt of payment, but at the earliest from final agreement on the issues to be clarified with the customer before the start of production. Both promised and promised or agreed delivery periods are always subject to the proviso that we ourselves are supplied with the necessary material in good time and, in the event of a delay in this self-supply, are automatically extended by the duration of this delay.

2. We shall not be liable for the impossibility or delay of our performance insofar as these circumstances are due to force majeure or other events unforeseeable at the time of the conclusion of the contract for which we are not responsible (e.g. disruptions of operations of any kind, fire, natural disasters, weather, floods, war, insurrection, terrorism, transport delays, strikes, lockouts or curfews, shortages of labor, energy or raw materials, epidemics, pandemics, delays in obtaining any necessary official permits, official/sovereign measures or prohibitions (e.g. sanctions, embargoes, etc.).e.g. sanctions, embargoes or other export control regulations), unforeseen increase in the risk that the performance of any obligations under this contract and/or individual contracts will or could lead to the imposition of penalties or sanctions (e.g. secondary sanctions)). Such an event shall also constitute our failure to receive a correct or timely delivery from one of our upstream suppliers if we are not responsible for this in each case and had concluded a congruent covering transaction with the respective upstream supplier at the time of the conclusion of the contract with the customer. In the event of such events, the delivery periods shall be automatically extended by the duration of the event plus a reasonable start-up period. The parties shall provide each other with the necessary information without delay and adjust the contractual obligations in good faith in accordance with the changed circumstances.

3. If we are unable to deliver within four (4) months after the initially promised delivery period due to non-delivery to us, due to force majeure or due to a breach of contract by the customer, we shall be entitled to withdraw from the contract in whole or in part to the extent of the performance affected by the delay; we shall immediately refund any consideration already paid by the customer and inform the customer without delay of the non-availability of our performance. The provisions pursuant to sentence 1 of this clause shall apply accordingly if we are unable to deliver within three (3) months after the initially firmly promised or agreed delivery period.

4. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions.

5. Insofar as it has been agreed with the customer that a firmly agreed delivery quantity is to be delivered within a fixed period of time ("closing period") and the customer is entitled to determine the delivery date in each case, the deliveries are to be called off from us at the latest

twelve weeks (12) before the respective desired delivery date. After expiry of the closing period, we may deliver and invoice the customer for the quantity not yet called up by then.

6. We are entitled to render partial services if(a) a partial service is usable for the customer within the scope of the contractual intended purpose, (b) the provision of the remaining services is ensured, and (c) the customer does not incur any significant additional expense as a result of the partial service.

VI. PAYMENTS

1. Payments shall be made to one of our accounts within the agreed payment terms without deduction. We are entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

2. As soon as the agreed payment deadline is exceeded, the customer is automatically in default, unless performance is not effected due to a circumstance for which the customer is not responsible. The purchase price shall bear interest at the applicable statutory default interest rate during the period of default. In the event of default, we shall also be entitled to the statutory default lump sum pursuant to § 288 para. 5 sentence 1 BGB. We reserve the right to assert further damages caused by default. In any case, vis-à-vis merchants, our statutory claim to the commercial due date interest (§§ 352, 353 HGB) shall remain unaffected from the due date.

3. The customer shall only be entitled to set off and/or assert a right of retention against a claim to which we are entitled under the contract ("main claim") to the extent that (a) its counterclaim used for this purpose is either undisputed or has been finally determined in a title against which an appeal is not (no longer) permitted or (b) in the case of procedural assertion, is ready for decision at the time of the last oral hearing or (c) is in a reciprocal relationship (synallagma) to the main claim.

4. Catensys is entitled to assign the Receivables to a third party. If the Debtor is in payment default with any Receivable, all other Receivables against the Debtor can be declared due. The Debtor shall bear all fees, costs and expenses incurred by the Customer (or any third party to which it has assigned a Receivable) from or in connection with any successful Collection Procedure against the Debtor outside the Federal Republic of Germany.

VIII. RESERVATION OF TITLE

1. Goods paid for in advance are not subject to retention of title. In all other respects, we retain title to all goods delivered by us until payment has been made in full (goods subject to retention of title). If the goods subject to retention of title are processed or transformed by the customer (§ 950 BGB) without a case of combination (§ 947 BGB) or mixing (§ 948 BGB), it shall apply that this processing or transformation is always carried out for us as manufacturer on our behalf and for our account, and that we

    a. -(if neither further materials of other owners are used for the processing or transformation nor the value of the goods subject to retention of title within the meaning of § 950 para. 1 BGB is significantly lower than the value of the newly created object) directly the ownership of the entire newly created object or

    b. - (if no further materials of other owners are used for the processing or transformation, but the value of the reserved goods within the meaning of § 950 para. 1 BGB is

considerably lower than the value of the newly created object) the co-ownership (fractional ownership) in the newly created object in the ratio of the value of the reserved goods (gross invoice value) to the value of this newly created object or

c. -(if the processing or transformation is carried out from materials of several owners) the co-ownership (fractional ownership) of the newly created object in the ratio of the value of the reserved goods (gross invoice value) to the total value of the materials used.

acquire ownership or co-ownership. In the event that for any reason we do not acquire such ownership or co-ownership, the customer hereby assigns to us as security its future ownership or (in the aforementioned proportion) co-ownership of the newly created item; we hereby accept this assignment. If the goods subject to retention of title are combined with other items not belonging to us within the meaning of § 947 BGB or mixed or blended within the meaning of § 948 BGB, we shall acquire co-ownership of the newly created item in the ratio of the value of the goods subject to retention of title (gross invoice value) to the total value of all combined, mixed or blended items at the time of combination, mixing or blending; if, in the case of combination pursuant to § 947 BGB, the goods subject to retention of title are to be regarded as the main item, we shall acquire sole ownership (§ 947 para. 2 BGB). If, in the case of combination pursuant to § 947 BGB, one of the other items is to be regarded as the main item, the customer hereby assigns to us, insofar as the main item belongs to him, the pro rata co-ownership of the uniform item created by the combination in the ratio of the value of the reserved goods (gross invoice value) to the total value of all combined items at the time of combination. We hereby accept this transfer. The customer shall hold our sole ownership or co-ownership of an item created in accordance with the above provisions in safe custody for us free of charge.

2. The customer is entitled to use, process/convert, combine, mix and/or sell the goods subject to retention of title in the ordinary course of business until the case of realization arises. The customer hereby assigns to us by way of security - in the event of co-ownership by us of the goods subject to retention of title on a pro rata basis in accordance with our co-ownership share - the customer's claims for payment against his customers from a resale of the goods subject to retention of title as well as those claims of the customer in respect of the goods subject to retention of title which arise for any other legal reason against his customers or third parties (in particular claims in tort and claims for insurance benefits), including all balance claims from the current account. We hereby accept these assignments. The above provisions of this clause VIII.

3. shall apply mutatis mutandis to the new items created by combining, mixing, processing or transforming the goods subject to retention of title, to which we are entitled to sole ownership or co-ownership in accordance with clause VIII. 1.

4. We hereby revocably authorize the customer to collect the claims assigned to us in accordance with clause VIII. 2. in his own name on our behalf. This shall not affect our right to collect these claims ourselves. However, we shall not collect them ourselves and shall not revoke the collection authorization as long as the customer duly fulfils his payment obligations towards us (in particular does not fall into arrears), as long as no application for the opening of insolvency proceedings against the customer's assets has been filed and as long as there is no lack of ability to pay on the part of the customer. If one of the aforementioned cases occurs, we may demand that the customer informs us of the assigned claims and the respective debtors, notifies the respective debtors of the assignment (which we may also do ourselves at our discretion) and hands over to us all documents and provides all information that we require to assert the claims.

5. If the customer so demands, we shall be obliged to release the goods subject to retention of title and the items and claims replacing them to the extent that the purpose of the security no longer requires security. The choice of the items to be released is ours.

6. The customer is not entitled to pledge the reserved goods or to assign them as security. In the event of seizure of the reserved goods by third parties or other access to them by third parties, the customer must clearly indicate our ownership and notify us immediately in writing so that we can pursue our ownership rights. Insofar as the third party is not able to reimburse the judicial or extrajudicial costs incurred by us in this connection, the customer shall be liable to us for this, insofar as the customer is responsible for the seizure or other access to the reserved goods.

7. Insofar as mandatory legal provisions of another country applicable to the relationship with the customer do not provide for a reservation within the meaning of section VIII. (1) to (5), but are aware of other and comparable rights to secure claims arising from the supplier's invoices, we reserve these rights. The customer is obliged to cooperate in measures to which we are entitled to protect our ownership right or any other right replacing it in respect of the reserved goods.

IX. WARRANTY

1. The statutory provisions shall apply to the rights of the customer in the event of material defects and defects of title, unless otherwise provided or supplemented in these GTCD.

2. Unless expressly agreed otherwise, (a) our products and services shall exclusively comply with the legal requirements applicable in the Federal Republic of Germany and (b) the customer alone shall be responsible for the integration of the products into the technical, structural and organizational conditions existing on his premises (system integration responsibility of the customer). We agree with the customer that signs of wear and tear and damage to the goods typical of use and age do not constitute material defects.

3. Unless acceptance has been expressly agreed, the customer has the obligation to inspect delivered goods immediately after delivery to him or to the third party designated by him and to notify any defects immediately. The promptness of the notification of defects requires that it is sent at the latest within seven (7) working days after delivery or - in the case of a defect which was not recognizable during the inspection - at the latest within three (3) working days after discovery of the defect. If the customer fails to make a proper and timely inspection and/or notification of defects, our warranty obligation and other liability for the defect concerned shall be excluded, unless we have fraudulently concealed the defect.

4. At our request, rejected goods must first be returned to us immediately at the customer's expense. In the event of a justified complaint, we shall reimburse the customer for the costs of the most favorable shipping route; this shall not apply insofar as the costs increase because the goods are located at a place other than the place of intended use.

5. Insofar as the customer is entitled to claims against us due to the defectiveness of goods, we shall, at our discretion, which is to be made at our reasonable discretion, remedy the defects free of charge or deliver defect-free goods free of charge (together hereinafter referred to as "subsequent performance"). The customer must give us the reasonable time and opportunity to carry out the subsequent performance that we deem necessary in our reasonable discretion. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

6. If the supplementary performance has failed or a reasonable deadline to be set by the customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the contract or reduce the price. In the case of an insignificant defect, however, there is no right of withdrawal. The customer's rights to claim damages and reimbursement of futile expenses due to the defectiveness of the goods shall be determined in accordance with Clause X.

7. Claims for defects shall become time-barred 24 months after delivery of the goods, unless a longer limitation period is stipulated by law.

X. LIABILITY FOR DAMAGES AND COMPENSATION FOR WASTED EXPENDITURE

1. Unless otherwise stated in these GTCLI, we shall be liable for the breach of contractual and non-contractual obligations in accordance with the statutory provisions.

2. We are not liable for damages and expenses of the customer caused by simple (slight) negligence of our organs, representatives, employees, agents, subcontractors, vicarious agents or assistants. This does not apply to claims for breach of material contractual obligations, i.e. obligations the fulfilment of which is a prerequisite for the proper performance of the contract and on the fulfilment of which the customer may therefore regularly rely (hereinafter: cardinal obligations).

3. We shall not be liable for unforeseeable damage and expenses caused by simple negligence on the part of our bodies, representatives, employees, agents, subcontractors, vicarious agents or persons employed in the performance of our obligations.

4. In the event of a slightly negligent breach of cardinal obligations within the meaning of Clause X 2. sentence 2 by our bodies, representatives, employees, agents, subcontractors, vicarious agents or persons employed in the performance of our obligations, our liability for all contractual, non-contractual and other claims for damages and reimbursement of expenses, irrespective of their legal nature, shall be limited to the damage and expenses typical for the contract and foreseeable at the time of conclusion of the contract.

5. Contractual penalties and liquidated damages owed by the customer to third parties in connection with goods delivered by us may - subject to all other prerequisites - only be claimed by the customer as damages if this has been expressly agreed with us or the customer has drawn our attention to this risk in writing before we concluded the contract with him.

6. Contractual and non-contractual claims for damages/claims for reimbursement of futile expenses of the customer, which are based on a defect of the goods, shall become statute-barred 24 months after delivery of the goods, unless a shorter or mandatory longer limitation period is stipulated by law.

7. The above exclusions or limitations of liability pursuant to section X. 2. to 6. Shall not apply to any claims for injury to life, limb or health and to claims under the Product Liability Act. In addition, the above exclusions and limitations of liability shall not apply to claims for damages and claims for reimbursement of expenses due to defects if we have fraudulently concealed the defect or have breached a quality guarantee we have given.

8. The exclusions and limitations of liability under this Clause X shall also apply mutatis mutandis to any claims of the customer directly against our bodies, representatives, employees, agents, subcontractors, vicarious agents and persons employed in the performance of our obligations.

9. Unless expressly agreed otherwise, we shall not be liable under the contract concluded with the customer to third parties who are not themselves parties to the contract. Unless expressly agreed otherwise by the parties, no third parties shall be included in the protective effect of the contract.

10. The customer is obliged to notify us immediately in writing of any damage or loss for which we are liable or to have it recorded by us.

XI. WARRANTY / PROCUREMENT RISK

1. The assumption of guarantees or the procurement risk on our part must be made expressly and designated as such.

2. The customer and we agree that statements in our catalogues, printed matter, advertising literature and other general information do not at any time constitute a guarantee or an assumption of the procurement risk.

XII. DUTY TO NOTIFY IN THE CASE OF PRODUCT SAFETY MEASURES

In the event that measures under product safety law take place at or against the customer in connection with our products (e.g. official measures of market surveillance, such as the ordering of a withdrawal or a recall) or the customer intends to take such measures himself (e.g. notifications to market surveillance authorities), he shall inform us immediately in writing.

XIII. OTHER

1. The place of performance for deliveries is the place or warehouse from which we deliver.

2. The exclusive - also international - place of jurisdiction for all disputes arising from or in connection with the business relationship between us and the customer is our registered office in Erlangen. However, we are also entitled to sue the customer at his registered office or at the place of performance. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected.

3. The contractual relationship shall be governed by the laws of the Federal Republic of Germany with the exception of the conflict of laws. The applicability of the UN Convention Contracts for the International Sale of Goods (CISG) is expressly excluded.

4. If provisions of these GTCLI are or become void or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Insofar as provisions have not become part of the contract or are ineffective, the parties shall replace them with effective ones that come as close as possible to the economic intention. We point out that we store personal data exclusively in compliance with the statutory provisions and process them in connection with business transactions. The customer hereby agrees.