

General Terms and Conditions of Sale

I. Conclusion of a contract

- All of our deliveries and services shall be subject exclusively to the Terms and Conditions set forth below. The applicability of any general terms and conditions of the Buyer/Customer is expressly excluded, unless BLEFA has expressly consented in writing to its adoption.
- A contract shall only be concluded upon written confirmation of the order by us. Any amendments to the GTC or a contract concluded must be made in writing.

II. Offer, offer documentation, copyright

- Our offers are subject to change without notice. Illustrations, drawings and indications of dimensions, weights and specifications within the offers, brochures, price lists and catalogues of BLEFA are only intended as approximate figures and shall in particular not constitute any warranty as to characteristics unless expressly designated as binding in writing.
- Drawings/layouts and other confidential documentation ("Information") shall remain the property of BLEFA and contain copyright of BLEFA, even if this is not expressly stipulated. Such Information or offers / cost estimates and prices may not be disclosed to third parties without the written consent of BLEFA. All Information must be returned to BLEFA upon first demand. If an order is not placed, this Information must be returned promptly and unsolicited and may not be used.

III. Prices, payment terms

- Unless agreed otherwise, the prices of BLEFA are valid ex works BLEFA (FCA according to the Incoterms 2010), in addition to value added tax at the statutory rate, packaging, transport, the flat-rate environmental levy and freight insurance. Payment shall be made in the currency stated in the invoice without deduction and such that it may be disposed of by us on the due date. The Buyer shall not be entitled to offset against a claim unless such a claim is undisputed or has been recognised by a declaratory judgment having the force of law; rights of retention may only be vested in it in accordance with the same contractual relationship.
- In the event of payment default, interest shall be charged at a rate of 8 per cent above the basic interest rate in accordance with Section 247 of the German Civil Code (BGB). In the event of payment default, BLEFA shall be entitled to render the processing of all orders for the Customer conditional upon advance payment or the provision of a guarantee, to retain supplied goods or to take back goods, and where appropriate to enter the premises of the Buyer in order to collect the goods. The taking back of goods shall not be construed as withdrawal from the contract.
- The foregoing shall be without prejudice to statutory provisions applicable to payment default.

IV. Reservation of title

- The goods delivered shall remain the property of BLEFA until compliance in full with all claims under the business relationship with the Customer. No pledges or assignments as security by the Customer are permitted and the Customer shall inform BLEFA promptly in writing in the event of any third party intervention with respect to the goods. The Customer shall be obliged to treat BLEFA's reserved goods with care, to insure them sufficiently against damage or destruction, to mark them as the property of BLEFA and to store them separately so as to enable them to be separated at any time. The Customer hereby assigns to BLEFA any claims vested in it against insurers following an occurrence of loss or damage, insofar as they relate to the property of BLEFA. The Customer shall be entitled to sell the goods in the ordinary course of business in the event that payment has been made in full to BLEFA or if it has expressly informed the buyer of the goods in writing of the fact that BLEFA has retained title over the goods in question. The Customer hereby assigns to BLEFA in full as collateral the claims relating to the goods that arise out of the resale or on any other legal basis (insurance, tort, accession to a land). If insolvency proceedings are brought against the Customer, it shall not be entitled to sell on or to surrender possession of the goods that are still owned by BLEFA until it has settled in full all amounts owed by it to BLEFA. In the event of a breach of contract, including in particular payment default notwithstanding a reminder, if so requested by BLEFA the Customer shall be obliged to return the goods DDP (Incoterms 2010) to the facility of BLEFA (including unloading at the risk and cost of the Customer).
- In the event that the law of the country in which the goods are located does not permit the retention of title provided for or only permits it in limited form, BLEFA may secure other rights over the goods. The Customer shall be obliged to cooperate in all necessary action (e.g. registration) in order to give effect to the retention of title or the rights established in place thereof and in order to protect these rights.

V. Delivery periods, delivery dates, transfer of risk

- Unless agreed otherwise in writing, delivery periods and delivery dates shall be non-binding. Information is provided to the best of our knowledge, although without any warranty, and is conditional upon timely delivery by suppliers to BLEFA and timely performance by the Customer. The delivery period shall be extended by the duration of the period during which the Customer fails to comply with its contractual duties. BLEFA shall be entitled to make partial deliveries and to effect partial supplies.
- The delivery dates confirmed shall be deemed to have been met upon timely delivery - i.e. upon delivery to the forwarding agent, carrier, or other third party commissioned with the dispatch - or shipment. They shall also be deemed to have been met at the time notice of readiness for shipment is intimated, in the event that the goods cannot be shipped in good time due to circumstances that are beyond our control. We do not accept any obligation in respect of timely transportation. Risk shall pass to the Buyer upon the transfer of the goods to the shipping agent or freight forwarder or upon intimation of the aforementioned notice that the goods are ready for shipment. A commitment by BLEFA in any individual case to arrange transport or to cover the costs of transportation shall not have any impact on the transfer of risk.
- In the event of force majeure or any other unforeseeable, extraordinary circumstances not arising through fault – including without limitation problems relating to the procurement of materials, failure to supply, incorrect supply or late supply to us by our suppliers (supplies to us) notwithstanding the conclusion

of back-up disruptions to operations of any type, failure of telecommunications and IT systems, fire, strikes, lockouts, a lack of means of transport, transport disruptions, governmental acts, breakdown of machinery, export and import prohibitions, energy supply difficulties, mobilisation, war, blockades, etc. including where such events occur for our own suppliers – we shall be unable to comply with our duties and shall be released from our obligations under the contract for the duration of the impediment. The Customer shall have no entitlement to bring damages claims. In the event that the impediment continues for more than two months, each party shall be entitled to withdraw from the Contract in full or in part to the extent that it has not been performed.

- We shall be entitled to refer to the above-mentioned circumstances only if we notify the Customer immediately of the start and conclusion of such impediments.

VI. Cancellation of orders / return shipment

- Aside from the exercise of rights relating to defects, orders may be cancelled and goods may be returned only with the written approval of BLEFA. BLEFA reserves the right to charge appropriate cancellation fees in the amount of the costs incurred by BLEFA. Return shipment to BLEFA must occur promptly after approval, citing the Return Merchandise Authorization number provided by BLEFA ("RMA no.").

VII. Shipment, packaging and interim storage

- If loading or transportation of goods is delayed due to reasons for which Buyer is responsible, we shall be entitled, at Buyer's cost and risk, to store the goods at our reasonable discretion, to take all measures considered appropriate to preserve the goods, and to invoice the goods as if delivered. The same shall apply if goods notified as ready for shipment are not called off within four days. The foregoing shall be without prejudice to statutory provisions applicable to late acceptance. We shall deliver the goods packaged and protected against rust to the extent customary in commercial practice; the cost shall be borne by the Buyer, and no packaging or other materials used for protection and transportation will be taken back.

VIII. Liability for defects

- The Buyer shall inspect the goods immediately after receipt for defects arising during transit, deviations from the agreed quantity, or delivery of merchandise other than that stipulated, which it shall report on the delivery note. Any shipment that is not received either in full or in part shall be reported to us by the Buyer promptly after discovery.
- In the event that we are responsible for any defective goods or services, we shall be entitled, at our option, to rectify the defect or to supply a replacement. Defects shall be reported promptly in writing, and under all circumstances within 5 (five) working days of their discovery.
- If we are unable to rectify a defect, the Customer shall be entitled, at its option, to cancel the contract or to claim abatement (reduction of the purchase price). Minor defects shall not give rise to a right of cancellation. If the right to cancel the contract is exercised after our failure to rectify the defect, the Customer shall be entitled to claim damages for the defect.
- Liability for defects shall be excluded for defects caused by unsuitable or improper use, incorrect assembly and/or commissioning by Buyer or third parties instructed by the Buyer, natural wear and tear, or incorrect or negligent handling.
- The time barring period for claims arising from defects shall be twelve months after the transfer of risk. No new warranty periods shall arise for rights and claims relating to defects as a result of the exchange or repair of individual parts or any item.
- In the event that the Customer has forwarded the goods on account of supposed warranty rights for the purpose of rectifying the defect and it transpires following an examination that there was not in fact any defect, the Customer shall reimburse BLEFA for the costs of the examination of the goods, including any shipping and packaging costs arising.
- Product-related manufacturer guarantees constitute additional promises of performance and are subject to the relevant terms and conditions of the guarantee.

IX. General limitation of liability

- BLEFA only accepts liability for gross negligence and wilful intent or for culpable breaches of essential contractual obligation, without which proper performance of the contract is absolutely impossible, and on whose performance the Customer may regularly rely ("Cardinal Obligation"). In the event of a breach of a Cardinal Obligation as a result of minor negligence, the liability of BLEFA shall be limited to losses typical for the contract that were foreseeable upon conclusion of the contract; BLEFA shall bear no liability in the event of a breach of an accessory contractual duty that is not a Cardinal Obligation as a result of minor negligence. In case of initial impossibility of performance, BLEFA is only liable if it was aware of the impediment to performance. BLEFA was gross negligently unaware of it or if the impossibility *ab initio* constitutes a breach of a Cardinal Obligation. Lost profit, disruptions to operations and downtime and other indirect losses shall not be compensated by BLEFA.
- The foregoing shall be without prejudice to claims under the German Product Liability Act or claims relating to loss of life, personal injury or damage to health.
- Insofar as the liability of BLEFA is limited or excluded in accordance with the foregoing provisions, this shall also apply to the liability of employees, representatives and other auxiliary agents.
- Damages claims of the Customer for which liability is limited in accordance with this provision are time-barred after one year.

X. Intellectual property rights

- All intellectual property rights pertaining to the products or the product documentation are held by and shall remain with BLEFA. Any usage, copying or modification shall require our approval.

XI. Data protection and Processing

- Personal data is any information relating to an identified or identifiable natural person ("Data Subject") as defined in the applicable data protection law.
- Personal data will be gathered, processed and used by BLEFA in compliance with the applicable data protection law and all of our employees, BLEFA group companies and third party service providers who have access to personal data are obliged to respect the confidentiality of the personal data.

- In the event that BLEFA is provided and receives personal data via Customer or a point of sale for such purpose describe above, BLEFA is an independent controller under applicable data protection law.
- BLEFA collects personal data when customer submits it to us, through registration, completion of forms or e-mails, as part of an order for products or services, after-sale support for products or services, inquiries or requests about products being ordered and similar situations in which data subject has chosen to provide the information to BLEFA or via a point of sale to BLEFA.
- Some personal data provided (name, address, phone number and email address) will be processed by BLEFA for marketing, advertising or promoting purposes. We assume that this is of mutual interest for our Customer and for the Data Subject to upkeep a good business relationship and the respective Data Subject can object to the processing of his/her data for this purpose at any time without giving reasons by contacting BLEFA.
- Some of the personal data provided may be stored or processed in other jurisdictions, such as the United States, whose data protection laws may differ from this jurisdiction. In such cases, BLEFA ensures that appropriate protections are in place to require the data processor in that country to maintain protections on the personal data that are equivalent to those that apply in the country of BLEFA.
- Customer is obliged to inform any point of sale and its end-users that it complies with applicable data protection law and personal data will be processed by BLEFA according to the terms and limitation set forth in this Clause. Customer shall, without limitation, defend, hold harmless and indemnify BLEFA in the event of damage that is attributable to Customer's transferring of personal data or in breach of applicable data protection law.
- Our full privacy statement can be found on our website: www.blefa.com.

XII. Proof of exportation

- If a Buyer residing outside the Federal Republic of Germany (extra-territorial customer) or its agent collects and transports or ships goods abroad, the Buyer shall provide us with the proof of exportation necessary for tax purposes. If such proof is not provided, the Buyer shall be responsible for payment of value added tax on the invoice amount due for deliveries within the Federal Republic of Germany.

XIII. Anti-corruption

- The Buyer undertakes towards BLEFA to comply with the applicable legislation under the relevant legal system on the combating of corruption and bribery within business in addition to our guidelines as set forth in the BLEFA Code of Conduct.
- In the event of resale, the Buyer shall ensure the application of its own guidelines and processes that guarantee compliance with the aforementioned rules on the combating of corruption and shall further ensure that third party undertakings that effect supplies or provide services in relation to the implementation of this Contract are subject to a written requirement to comply with the principles specified. The Buyer shall be responsible for compliance with these principles by third party undertakings and shall bear liability in the event of non-compliance.

- BLEFA shall be entitled to withdraw from the Contract without notice in the event of any breach of the principles set forth above. The foregoing shall be without prejudice to damages claims available according to law.

XIV. Applicable law, place of performance and jurisdiction

- The laws of the Federal Republic of Germany shall apply with the exclusion of the UN Convention of contracts for the International Sale of Goods (CISG).
- The place of performance for all claims arising out of contracts concluded with BLEFA shall be the registered office of BLEFA. Exclusive jurisdiction over all disputes arising directly or indirectly out of or in relation to the business relationship shall be at Siegen, Germany. BLEFA shall however be entitled to initiate action before any other competent court.

XV. Severability

- In the event that any individual term of the contract concluded with the Buyer, including any term of these General Terms and Conditions of Sale, is or becomes invalid in full or in part, this shall not affect the validity of the remaining provisions. The wholly or partly invalid term shall be replaced by a term which comes as close as possible to the economic outcome of the invalid term.

Blefa GmbH, 25.10.2018