



General Terms and Conditions of Delivery of **Additive Tectonics GmbH**

I. Scope

1. These General Terms and Conditions of Delivery shall apply exclusively to the legal relationship between the supplier (=Additive Tectonics GmbH) and the purchaser in connection with the deliveries and/or services of the supplier. The mutual concurring written declarations are decisive for the scope of the deliveries. Deviations from and additions to these conditions must be made in writing.

2. The Purchaser's general terms and conditions shall only apply to the extent that the Supplier has expressly agreed to them in writing. Deviating or supplementary terms and conditions of the Purchaser, even if known to the Supplier, shall not become an integral part of the contract, either in whole or in part, even if they are not expressly contradicted in the individual case. The acceptance of deliveries or services as well as payments does not imply consent.

3. Any granting of rights or inclusion of third parties in the contractual relationships shall require the prior consent of the supplier.

4. In addition to the following terms and conditions, the statutory provisions of the Federal Republic of Germany shall apply. This also applies to legal relationships with foreign clients. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

II. Conclusion of contract

1. All offers of the supplier are non-binding with regard to prices, quantities, terms of delivery as well as ancillary services, unless expressly stated otherwise in the offer. Contracts shall only be concluded by means of a written order confirmation or actual performance of services and shall be governed exclusively by the content thereof.

2. Quotations made available to the Purchaser may not be made available to third parties unless the Supplier has given its written consent to do so.

3. Any promises, agreements, assurances or guarantees made by employees of the supplier in connection with the conclusion of the contract shall only become effective upon written confirmation by the supplier.

4. Even after order confirmation, the supplier reserves the right to make minor adjustments to the specification of the offer due to technical or legal reasons as well as future requirements of the market.

III. Prices, terms of payment, default of payment

1. The prices are EX WORKS Lupburg (Incoterms® 2010), unless otherwise agreed, plus the applicable value added tax. Price quotations are only non-binding guide prices until conclusion of the contract. The prices are based on the cost factors applicable at the time of conclusion of the contract.

2. Unless otherwise agreed, payments shall be due within 30 days net from receipt of invoice.

3. The payment period shall commence as soon as the delivery has been made in full and the duly issued invoice has been received.

4. If the payment deadline is exceeded, the supplier shall charge interest from the date of default at a rate of 8 percentage points above the respective base interest rate. The right to claim further damage caused by default is reserved.

5. The Purchaser shall only be entitled to set-off or retention rights if the counterclaims are undisputed, have become res judicata or have been expressly acknowledged by the Supplier.

IV. Terms of delivery, delay in performance, partial delivery

1. Compliance with delivery periods shall be subject to the timely receipt of all documents to be provided by the Purchaser, necessary approvals and releases, in particular of the required materials (documents, drawings, pictures, graphics, software on data carriers), as well as compliance with the agreed terms of payment and other obligations by the Purchaser. If these prerequisites are not met, the deadlines shall be extended for a reasonable period of time; this shall not apply if the Supplier is responsible for the delay.

2. In the event of a recognisable delay in performance, the purchaser must be notified immediately and his decision obtained. Delay in performance based on the mode of shipment shall not entitle the customer to a reduction of the invoice, refusal of acceptance or the like.

3. If the deadline cannot be met due to the events listed in a-d, the delivery period shall be extended accordingly.

a. Force majeure, e.g. war, acts of terrorism, riots, shortage of energy and raw materials or similar events (e.g. strike, lockout, operational disruptions, traffic obstructions),

b. viruses and other attacks by third parties on the IT system of the supplier, insofar as these occurred despite compliance with the usual care in the case of protective measures,

c. obstacles due to German, US-American and other applicable national EU or international regulations of foreign trade law or due to other circumstances for which the supplier is not responsible, or

d. failure to deliver to the supplier on time or in the proper manner.

4. Both claims for damages by the Purchaser due to delay in performance and claims for damages in lieu of performance shall be excluded in all cases of delay in delivery, even after expiry of a grace period. This shall not apply in the event of intentional or grossly negligent breach of duty by the Supplier and in the event of injury to life, limb or health. Withdrawal from the contract in accordance with the statutory provisions is only possible if the supplier is responsible for the delay in performance. A change in the burden of proof to the detriment of the Purchaser is not associated with the above provisions.

5. Delay in delivery does not entitle the purchaser to withdraw from the contract or to refuse acceptance.

6. Partial deliveries and partial services within the agreed delivery and service times are permissible if this is reasonable for the customer.

V. Shipping conditions, transfer of risk

1. Shipment shall always be EX WORKS Lupburg (Incoterms® 2010), unless otherwise agreed in writing.

2. If, in deviation from Clause 1, shipment is effected by collection by the Purchaser, the handover of goods shall be effected without checking the authorisation of the appointed collector; this shall not give rise to any claims by the Purchaser against the Supplier on account of defective handover.

VI. Retention of title

1. The objects of the delivery (reserved goods) remain the property of the supplier until all claims against the purchaser to which he is entitled from the business relationship have been fulfilled. This shall also apply to future and conditional claims. In particular, title shall not pass to the Purchaser until and to the extent that the Supplier has been released by the Purchaser from all contingent liabilities which the Supplier has entered into in the interest of the Purchaser, in particular if the bill of exchange/cheque procedure is applied.

2. The purchaser is obliged to treat the reserved goods delivered by the supplier with care.

3. The Purchaser may neither pledge nor assign by way of security the goods subject to retention of title owned by the Supplier. The resale of the goods subject to retention of title delivered under retention of title is generally prohibited.

4. In the context of insolvency and composition proceedings, the Purchaser shall be obliged to make the goods subject to retention of title known to any third party, e.g. by means of signage, as the property of the Supplier prior to the initiation of such proceedings.

5. As long as a claim of the supplier exists, the supplier is entitled to request information from the customer at any time.

which reserved goods delivered under reservation of title are still in its possession and where they are located. Furthermore, the supplier is entitled to inspect and retrieve these goods subject to retention of title at the location at any time.

6. In the event of seizures, attachments or other interventions by third parties, the Purchaser shall notify the Supplier in writing without delay. If a justified interest is substantiated, the Purchaser shall immediately provide the Supplier with the information required to assert its rights against the Purchaser and hand over the necessary documents.

7. The processing or transformation of the reserved goods delivered by the Supplier under reservation of title shall be carried out by the Purchaser without any liabilities arising therefrom. If the reserved goods delivered by the supplier under reservation of title are processed with other items not belonging to the supplier, the supplier shall acquire co-ownership of the new item in the ratio of the value of the reserved goods delivered by him to the other processed items at the time of processing.

VII. Warranty, notice of defects

1. Deviations of the goods with regard to material quality, tinting, dimensions and the like are reserved. Dimensional differences in the goods resulting from shrinkage or stretching of the materials used or from the geometry of the data are also reserved.

2. Deviations in the goods which are subsequently caused by external influences such as weather, light, moisture, etc., shall only give rise to warranty claims if these are the result of improper work on the part of the supplier.

3. Goods which are manufactured according to designs or data of the purchaser are only subject to warranty to the extent that the goods correspond to the documents provided by the purchaser. A suitability of the goods for the purpose specified by the customer is not guaranteed.

4. The warranty period is one year from the transfer of risk or, if acceptance is required, from acceptance; the same applies to withdrawal and reduction. This period shall not apply insofar as the law pursuant to §§ 438 para. 1 No. 2, 479 para. 1 and § 634a para. 1 No. 2 BGB (German Civil Code) prescribe longer periods, as well as in the case of injury to life, body or health or from intentional or grossly negligent breaches of duty by the supplier or his vicarious agents.

5. Claims of the purchaser due to a defect can only be asserted insofar as the purchaser has duly and immediately fulfilled his obligations to inspect the goods and give notice of defects in accordance with § 377 HGB (German Commercial Code).

The delivered items are to be carefully inspected immediately after delivery to the purchaser or to the third party designated by him. They shall be deemed to have been approved if the Purchaser submits a notice of defect with regard to obvious defects or other defects which were apparent to an immediate, careful examination within seven working days after delivery of the delivery item, or otherwise within seven working days after the discovery of the defect or the

The Supplier shall not be liable for any defects if the Purchaser has not notified the Supplier in writing of the defect at the time when the defect could have been detected by the Purchaser during normal use of the delivery item without closer inspection. The receipt of this notice of defect by the supplier shall be decisive for the timeliness.

If the notice of defect is not given or if it is late, the customer shall lose his claims for any defects in the object of purchase.

6. In the event of a defect, the supplier shall initially be entitled to choose between rectification of the defect or delivery of a defect-free item. The supplier shall be given the opportunity to remedy the defect within a reasonable period of time. In the event of a replacement delivery, the Purchaser shall be obliged to return the defective item. If the subsequent performance fails, the Purchaser may withdraw from the contract or reduce the purchase price.

7. Claims of the Purchaser for expenses incurred for the purpose of supplementary performance, in particular transport, travel, labour and material costs, shall be excluded to the extent that expenses are increased because the subject-matter of the Supplies has subsequently been brought to another location than the Purchaser's branch office, unless doing so complies with the normal use of the Supplies.

8. The Purchaser's right of recourse against the Supplier pursuant to Sec. 478 BGB is limited to cases where the Purchaser has not concluded an agreement with its customers exceeding the scope of the statutory provisions governing claims based on Defects.

9. Warranty claims are excluded to the extent that deterioration of the goods is due to natural wear and tear or improper handling of the goods. This applies in particular to such deteriorations which occur due to improper rectification by the purchaser or unauthorised third parties. The liability for material defects is excluded for defects which are based on incorrect handling, improper assembly, installation or further processing, non-compliance with operating and/or maintenance instructions or natural wear and tear. A change of the burden of proof to the disadvantage of the purchaser is not connected with the above regulations. Further claims of the purchaser other than those specified in this VII. due to a material defect are excluded

VIII. Liability

1. The supplier shall only pay damages for whatever legal reason:

a. in the case of intent or fraudulent misrepresentation, in the full amount; in the case of gross negligence or in the case of failure despite an assumed guarantee, only in the amount of the foreseeable damage that was to be prevented by the duty of care or the guarantee;

b. In other cases only from breach of a material obligation if the purpose of the contract is thereby jeopardized, from delay and impossibility, always limited to typical direct damages foreseeable at the time of conclusion of the contract and limited in amount to the total remuneration of the contract. The supplier shall not be liable for consequential damages caused by slight negligence, other indirect damages and loss of profit.

2. The objection of contributory negligence remains open. Liability for all other damages is excluded, whereby the statutory liability for personal injury and under the Product Liability Act remains unaffected.

3. Insofar as claims for damages are due under this article, they shall become statute-barred within one year of the statutory commencement of the limitation period. This shall not apply in the case of liability due to intent, gross negligence, injury to life, limb or health or in the case of fraudulent concealment of a defect or in the case of claims under the Product Liability Act.

IX. Industrial property rights and copyrights

1. The supplier reserves its ownership and copyright exploitation rights to cost estimates, drawings and other documents without restriction. The documents may only be made accessible to third parties with the prior consent of the supplier and, if the order is not placed with the supplier, must be returned to the supplier immediately upon request. Sentences 1 and 2 shall apply mutatis mutandis to documents of the Purchaser; these may, however, be made accessible to such third parties to whom the Supplier has permissibly transferred Supplies.

2. The Purchaser shall indemnify the Supplier against all claims of third parties for infringement of industrial property rights in connection with documents or data supplied by him.

X. Data storage

Personal data is stored within the framework of the Federal Data Protection Act (Bundesdatenschutzgesetz) in accordance with § 33 BDSG and processed in connection with business transactions.

XI. Applicable law, place of jurisdiction

1. If the Purchaser is a merchant, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the Supplier's registered office in Lupburg. However, the Supplier shall also be entitled to bring an action at the Purchaser's place of business.

2. These terms and conditions and the associated orders/contracts/etc., including their interpretation, shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).