

General Terms and Conditions of Stainless Früchtl GmbH, Zeppelinstr.

120, 73730 Esslingen

I. Scope of application

1. All our sales and deliveries, including advice and information, are based on the following terms and conditions. They shall be deemed to have been accepted at the latest upon receipt of our goods or services.
2. The following General Terms and Conditions shall apply accordingly to supplementary and follow-up orders.
3. Quality management agreements do not replace the following terms and conditions and are only valid if they have been expressly recognised by us. In the event of overlapping and contradictory General Terms and Conditions of the customer with our General Terms and Conditions, only the clauses that are congruent in content shall apply.

II Contents of the contract

1. Offers, descriptions, cost estimates, unit prices and other pre-contractual communications are subject to change. Anything to the contrary shall only apply if expressly agreed. Unless otherwise agreed, information, brochure contents, data sheets and technical application notes shall not form part of the contract. They are intended for information purposes only and to provide general knowledge. Amendments to the contract and verbal collateral agreements shall only become effective if confirmed in writing. Our written order confirmation is decisive for the content and scope of a contract that is part of the business of an entrepreneur.
2. We are authorised to make technical changes during the execution of the order insofar as they result from the progress of technical development or prove to be appropriate in the interest of the product in individual cases.

III Prices

1. Unless otherwise stated, our prices are quoted exclusive of statutory value added tax. Increases in the statutory value added tax after conclusion of the contract shall authorise us to pass these on to the same extent.
2. The following shall apply to price agreements: If a period of more than four months has been agreed for the delivery or service after conclusion of the contract, we may nevertheless adjust the prices if the delivery or service is subsequently affected and made more expensive directly or indirectly by newly added public charges, ancillary charges, freight charges or their increase or other statutory measures or a change in cost factors, such as labour and material costs, on which our prices are based. The Contractor shall be entitled to withdraw from or cancel the contract if the price increase

due to the aforementioned circumstances exceeds 10% of the agreed price. If we have agreed a fixed price in writing, we are bound by this.

IV. Delivery times, delivery, transfer of risk

1. Unless otherwise agreed, delivery shall be made as quickly as possible. The execution time shall commence on the day of receipt of our order confirmation, but not before clarification of all execution details and fulfilment of all other requirements to be provided by the contractual partner. It depends on the material ordered and the usual procurement time in this respect (e.g. titanium 3 to 4 months).
2. Unforeseeable, extraordinary circumstances for which the contractor is not responsible and force majeure (in the event of difficulties in procuring materials, operational disruptions, strikes, lockouts, lack of means of transport, official interventions, energy supply difficulties, etc.) - even if these occur at upstream suppliers - shall extend the execution period for the duration of the hindrance and a reasonable start-up period if the contractor is prevented from fulfilling its obligations on time. If delivery or performance becomes impossible or unreasonable due to the above-mentioned circumstances, the Contractor shall be released from the obligation to supply the Client. Any liability for damages shall be excluded if the Contractor has been released from the obligation to perform or if the order fulfilment time has been extended and the Client was informed of this immediately after the circumstances occurred.
3. In the event of our own delay or impossibility of performance for which we are responsible, we shall only be obliged to pay compensation for non-fulfilment in the event of intent or gross negligence. However, if the contract is concluded with an entrepreneur, our liability shall be limited to the damage foreseeable at the time the contract was concluded, even in the event of gross negligence. In this case, claims for damages for gross negligence are excluded if the breach of a non-essential contractual obligation is caused by one of our vicarious agents. The right of the customer to withdraw from the contract after the fruitless expiry of a reasonable period of grace granted to us remains unaffected.
4. We are authorised to provide partial services to a reasonable extent.
5. The risk shall pass to our contractual partner on the day of acceptance of our delivery or, in the case of consignments, after handover to the forwarding agent. This shall also apply to partial acceptances if these can be carried out according to the type and nature of the subject matter of the contract.

General Terms and Conditions of Stainless Früchtl GmbH, Zeppelinstr.

120, 73730 Esslingen

6. If the customer or the circumstances of the contract do not require acceptance, the service shall be deemed to have been accepted ten working days after written notification of completion or after handover by the carrier. Commissioning or processing of our deliveries shall replace acceptance. This also applies to partial acceptances. Acceptance cannot be refused or delayed due to minor defects.
7. If performance is delayed at the request of the contractual partner or for reasons for which he is responsible (creditor default), the risk shall pass to the customer for the period of the delay. The client shall bear the resulting costs for waiting time, provision and storage as well as any further travelling by our vicarious agents.

V. Payment

1. The payments to be made by the client are due either when the invoice is issued or on the agreed payment date stated on the invoice. We shall only grant a discount if this has been agreed separately.
2. In the event of default by the client, interest shall be charged in accordance with § 288 BGB, subject to the assertion of further damages.
3. All payments may not be made to representatives, but only to us.
4. Advance payments or instalments may be agreed in individual contracts. Payments not made punctually shall authorise us to suspend further activities or postpone them until payment has been made.
5. Cheques, bills of exchange and other securities shall only be accepted on account of performance subject to the usual reservation that they will be honoured, that they can be discounted and that the customer will bear all costs associated with their encashment. Discount and bill charges shall always be borne by the customer and are payable immediately.
6. In the event of partial performance, we shall be entitled to request corresponding instalments.
7. If the contract is part of the business of an entrepreneur, all our claims shall become due immediately, irrespective of the term of any bills of exchange accepted or credited, if the terms of payment are not complied with or if we become aware of circumstances which are likely to reduce the creditworthiness of the customer.
8. In the event of cancellation of the contract (cancellation by the client) without us having given a reason for this, or if we declare the cancellation or termination of the contract for reasons for which the client is responsible,

the client undertakes to reimburse the costs already incurred and the loss of profit with a lump sum of a maximum of 30% of the agreed price. The client reserves the right to prove that costs and profit have not been incurred or have not been lost in this amount. In this case, invoicing shall only take place in the proven amount.

9. The client agrees that he is only entitled to offset a counterclaim if it is undisputed or has been legally established.

VI. Retention of title

We deliver only on the basis of the retention of title described in more detail below. This shall also apply to all future deliveries, even if we do not always expressly refer to this.

1. We reserve title to all goods delivered by us until full payment of all claims arising from the delivery contract. We are entitled to take back the goods if the customer is in breach of contract.
2. The customer is obliged to treat the goods with care as long as ownership has not yet been transferred to him. In particular, he is obliged to insure them adequately at his own expense against theft, fire and water damage at replacement value, provided they are of high value. As long as ownership has not yet been transferred, the customer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the customer shall be liable for the loss incurred by us.
3. The customer is authorised to resell the reserved goods in the normal course of business. The customer hereby assigns to us the customer's claims from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including VAT). This assignment shall apply irrespective of whether the goods have been resold without or after processing. The customer shall remain authorised to collect the claim even after the assignment. Our authorisation to collect the claim ourselves remains unaffected by this. However, we shall not collect the claim as long as the customer fulfils his payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and payments have not been suspended.
4. The processing or transformation of the goods by the customer shall always be carried out in our name and on our behalf. In this case, the expectant right of the customer to the purchased item shall continue in the remodelled item. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the objective

General Terms and Conditions of Stainless Früchtl GmbH, Zeppelinstr.

120, 73730 Esslingen

value of our goods to the other processed items at the time of processing. The same shall apply in the event of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer shall transfer co-ownership to us on a pro rata basis and shall keep the resulting sole ownership or co-ownership for us. In order to secure our claims against the customer, the customer shall also assign to us such claims which accrue to him against a third party through the combination of the reserved goods with a property; we hereby accept this assignment.

5. We undertake to release the securities to which we are entitled at the request of the customer insofar as their value exceeds the claims to be secured by more than 20%.

VII. Warranty

1. If the contract is part of the business operations of an entrepreneur, the entrepreneur must inspect the goods delivered by us immediately after delivery and notify us of any defects.
2. In the event of justified notification of defects, our warranty obligation shall be limited, at our discretion, to replacement delivery or cancellation of the contract or reduction or subsequent performance.
3. In the event of delayed, refused or repeatedly unsuccessful subsequent fulfilment, the right to withdraw from the contract or reduce the agreed price shall remain unaffected.
4. We shall not be liable for natural wear and tear or for damage resulting from incorrect or negligent handling, excessive strain or unsuitable operating materials, defective construction work or chemical, physical, electromechanical or electrical influences that are within the sphere of the contractual partner. We do not assume any warranty for products or services provided by the client.

VIII. Liability

1. Claims not expressly conceded in these terms and conditions, in particular claims for damages arising from impossibility, delay, positive breach of contract, culpa in contrahendo, tort and compensation for consequential damages, even if the above claims are in connection with the contractual partner's warranty rights, are excluded with the exception of personal injury, unless they are based on an intentional or grossly negligent breach of contract by us, one of our legal representatives or one of our vicarious agents.
2. In the event that the contract is part of the business operations of an entrepreneur, our liability shall be

limited to the damage foreseeable at the time of conclusion of the contract, even in the event of gross negligence, and gross negligence shall be excluded if the damage is based on a breach of a non-essential contractual obligation by one of our vicarious agents.

3. Any liability on our part for damage caused by our representatives or vicarious agents shall only be assumed within the scope of the public liability insurance taken out by us.
4. We shall not be liable for work carried out by our vicarious agents if the work is not related to the agreed deliveries and services or if the work is directly initiated by the contractual partner.
5. Any irregularities in the fulfilment of our contractual obligations must be reported to us immediately in writing for the purpose of rectification, otherwise no rights can be derived from this.
6. Advice given by our personnel or by representatives authorised by us shall be non-binding. They are based on the current state of our knowledge and experience and are given to the best of our knowledge. Liability claims are excluded insofar as we cannot be proven to have acted with intent or gross negligence.
7. We shall not be liable for loss of profit or financial losses of the customer which arise, for example, in connection with the delivery and installation of our goods, unless mandatory statutory provisions on liability for intent or gross negligence conflict with these limitations of liability.

IX. Applicable law, place of fulfilment and place of jurisdiction

1. The law of the Federal Republic of Germany shall apply to all our legal relationships.
2. If the contract is part of the business of an entrepreneur, the exclusive place of fulfilment and jurisdiction shall be the registered office of the contractor.

X. Data protection, data protection regulation

1. Our data processing is carried out in accordance with the provisions of the EU General Data Protection Regulation (GDPR). Only the data necessary for the business transaction will be collected and stored.
2. insofar as personal data is collected and stored for the execution of the order, this is only done with the consent of the person concerned, unless it is necessary for the fulfilment of a contract, for the implementation of pre-contractual measures or for the fulfilment of a legal obligation.

General Terms and Conditions of Stainless Früchtl GmbH, Zeppelinstr.

120, 73730 Esslingen

XI. Miscellaneous

1. Our planning documents and offers are subject to copyright protection and may not be reproduced or passed on without our written permission. In the event of a violation, the client is obliged to pay compensation.
2. In principle, we are entitled to use other reliable companies to fulfill our obligations.
3. If one of the above provisions is legally invalid, this will not affect the validity of the remaining provisions.
- 4.