General Terms and Conditions of Business of WHW Walter Hillebrand GmbH & Co. KG

§ 1 Validity

1. All deliveries, services and offers on our part shall be made exclusively based on these General Terms and Conditions of Business and Delivery (hereinafter referred to as GTC). These are also an integral part of all contracts and agreements, which we conclude with our contractual partners concerning the deliveries and services offered by us. They shall also apply to all future deliveries, services or offers to the contractual partner, even if they are not separately agreed again or we do not refer to them again. These GTC apply exclusively to business transactions with contractual partners who are not consumers within the meaning of § 13 BGB.

2. Our general terms and conditions of business shall be deemed to have been accepted and agreed at the latest upon acceptance of the goods or services by our contractual partners.

3. General terms and conditions of the contractual partner shall not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a letter, which contains or refers to the general terms and conditions of the contractual partners, this does not constitute an agreement to the validity of the same. Our GTC shall also apply in particular if we perform our services without reservation in the knowledge of GTC of the contractual partner that contradict or deviate from our GTC.

§ 2 Offers and Conclusion of Contract

1. All our offers are subject to change and non-binding unless they are expressly marked as binding. They are understood to be ex the registered office of our branch for which the offer has been made. In case of ambiguity or doubt, our offers are understood to be ex 58739 Wickede (Ruhr). We shall be bound by our offers marked as binding for 90 days from the date of receipt of our offer by our contractual partner, unless and insofar as no other binding or acceptance periods are specified in the specific offers.

2. Indicative prices communicated by us are non-binding unless they are expressly marked as binding.

3. Orders or commissions from our contractual partners are binding and can be accepted within two weeks of receipt by us by means of an order confirmation or by way of execution of the order.

4. The scope of our deliveries and services, as well as the legal relationship with our contractual partners, shall be governed exclusively by the written contracts and agreements, including our GTC. These fully reflect all agreements of the contractual partners on the subject matter and content of the contract. Verbal promises on our part prior to the conclusion of contracts are not legally binding. Verbal agreements of the contracting parties shall be replaced by written contracts and agreements unless it is expressly stated in each case that they are to be binding. The subject matter of the respective order shall also be, without express designation, the relevant DIN and VDE standards for the respective trade, Regulation (EC) No. 1907/2006 (hereinafter referred to as "REACH standard") and, if such standards do not exist, the standard standards of our company.

5. Supplements and amendments to the orders and purchase orders as well as subsidiary agreements shall also require our express written confirmation in order to be effective. With the exception of managing directors or authorised signatories, our employees, in particular those of the field service are not authorised to do so.

6. Information provided by us on the subject matter of the delivery, service or offers as well as our representation of the same shall only be approximately authoritative unless the

usability for the contractually intended purpose requires exact conformity. Assurances and guarantees are not assumed. Rather, our information merely represents general descriptions or characterizations of our deliveries and services. . Deviations that are customary in trade, which are made based on legal regulations or which represent technical improvements, as well as the replacement by equivalent performances, are permissible insofar as they do not impair the usability for the contractually intended purpose.

7. Drawings, illustrations, dimensions, weights, samples or corresponding performance data shall furthermore only be binding if this has been expressly agreed between the parties.

8. We reserve the ownership and copyrights, including all rights of use and exploitation, to all offers, cost estimates, illustrations, drawings, calculations, brochures, catalogues, calculations and other documents (collectively "work results") submitted by us, even if we render them on behalf of our contractual partners.. The contractual partner may not make these work results available to third parties, disclose them, use them himself or through third parties, reproduce them or use them in any other form without our express consent. The contractual partner must return these work results in full at our request and destroy any copies made that he no longer requires in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

9. We do not assume any liability for information, recommendations or advice - in particular from our sales representatives. They are only binding for the transaction concluded between the parties if they have been expressly included in the contractual agreement or confirmed by us in writing.

10. The items to be handed over to us for reworking shall be delivered with a delivery note or written order with precise details of the number of pieces and total weight. The details of the gross weight, even if they are of importance to the contractual partner, are non-binding for us.

11. We reserve the right to make process changes due to technical progress or practical requirements without special notice, unless separate statutory provisions or standards explicitly prescribe a notification or obligation to agree. Hydrogen de-embrittlement will only be carried out if our contractual partner expressly specifies this, including the process parameters, and commissions us to do so. Should a case of damage occur because of this, our liability shall be governed by the provisions in § 9 items 1. to 7. of these General Terms and Conditions.

12. Offers, contracts and other documents in connection with the business relationship with the contractual partner constitute a trade secret and may not be handed over to third parties or otherwise made available to third parties without our prior written consent, unless the contractual partner is obliged to do so by law. The same shall also apply to systems and equipment as well as premises, which we make available to the customer. All business secrets must be treated with the same care as the company's own affairs, but at least with the care customary in the industry.

13. If it is necessary for the contractual partner to set up special equipment, tools, racks or the like within the framework of the execution of the orders, we reserve the right to charge the contractual partner for the expenses and costs incurred for the procurement or construction of the same plus an administrative surcharge. It is hereby agreed that the equipment, tools, racks or similar erected in this course shall become our property and that the contractual partner may not assert any rights to them.

14. If the contractual partner delivers goods for processing in our company without providing our offer number and if it is not possible to allocate the delivered goods to the offer based on this, our offer shall be deemed to have been

rejected. The delivery of the goods shall then constitute a new offer by the contractual partner to conclude the order based on the usual remuneration, but at least for prices stated in our offer. This offer by the customer shall then in turn be deemed to have been accepted by us if we execute the order.

§ 3 Execution of the Delivery, Time of Delivery and Performance Default of Acceptance

1. Our deliveries and services shall be ex work from our branch office with which the contractual partner has established the contractual and legal relationship, unless and insofar as the contracting parties have agreed otherwise. In cases of doubt, our deliveries and services shall be ex works from our head office in 58739 Wickede (Ruhr).

2. Deadlines and dates for deliveries and services promised and specified by us are non-binding and are always only approximate, unless a fixed deadline or a fixed date has been expressly agreed in writing. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with transportation. This also applies if we organize the transport ourselves. If shipment/transport becomes impossible through no fault of our own, the deadline shall be deemed to have been met upon receipt by the contractual partner of the notification that the goods are ready for shipment. The same applies if the contractual partner takes over the delivery/collection of the service/goods.

3. The delivery and performance period shall commence on the date of conclusion of the contract by the parties, but not before clarification of all contract components relevant for the performance of the contract, receipt of the goods to be delivered by the contractual partner and fulfilment of all other contractual obligations of the contractual partner, in particular for the provision of any information, documents, approvals, releases and receipt of any agreed down payment/partial payment.

4. We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of the conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the failure of suppliers to deliver or to deliver correctly or on time) for which we are not responsible. If such events make it considerably more difficult or impossible for us to deliver or perform and the hindrance is not only of temporary duration, we are entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. If the aforementioned hindrance lasts longer than 3 months, both contractual partners shall be entitled, after setting a reasonable and unsuccessful grace period, to withdraw from the contract with regard to the part not yet fulfilled.

5. If the delivery time is extended due to the aforementioned circumstances or if we are released from our obligation to perform, the contractual partner cannot derive any claims for damages from this, subject to the provisions in § 9 clauses 1 to 7 of these GTC.

6. We are entitled to make partial deliveries or partial performance if the partial delivery is reasonable for our contractual partners.

7. If we are in default with a delivery or service or if a delivery or service becomes impossible for us, regardless of the reason, our liability for damages is limited in accordance with § 9 clauses 1. to 7. of these GTC.

8. If the delivery is postponed at the contractual partner's instigation by more than 1 month after notification of readiness for dispatch, we may demand storage charges from the contractual partner for each month or part thereof of the postponement in the amount of 0.5% of the agreed gross goods price/gross performance price of the delivery items ready for dispatch, but no more than 5% of the agreed gross goods price/gross performance price of the delivery items ready for dispatch. The contractual partner reserves the right to prove that no or lower storage costs were incurred by us. We shall be entitled to demand higher costs than the aforementioned flat rate against proof.

9. The place of performance and fulfilment for all obligations arising from the contractual relationship shall be the registered office of our branch with which the contractual partner has established the contractual and legal relationship, unless and insofar as the parties have stipulated otherwise. In cases of doubt, the head office of our company in Wickede (Ruhr), Germany, shall be deemed to be the place of performance and fulfilment.

10. The delivery method and the packaging shall be subject to our dutiful discretion- within the scope of the legal obligation existing under the Packaging Act (in particular registration and notification obligations). Unless and insofar as legal regulations or ordinances are mandatory to the contrary and no other contractual agreement has been made, the packaging/containers required for transport and shipping as well as their registration shall be invoiced to the contractual partner at cost price. The disposal, including the costs, shall be borne by the contractual partner.

11. In the event that disposable containers are used, we shall not be obliged to take back, credit or bear any disposal costs for the same.

§ 4 Transfer of Risk and Shipment

1. The risk of impairment or loss shall pass to the contractual partner at the latest when the delivery item is handed over (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply if partial deliveries are made or if we have assumed other services (e.g. shipment or installation) or organize the shipping themselves. If shipment or handover is delayed due to a circumstance caused by the contractual partner, the risk shall pass to the contractual partner from the day on which the delivery item is ready for shipment and we have notified the contractual partner of this.

2. In deviation from clause 1, the risk shall generally remain with the contractual partner, even if the contractual items are in our possession for the execution of the order. In these cases, liability on our part for damages, in particular those resulting from damage to or loss of the goods, is excluded. This shall not apply in the event of intentional or grossly negligent conduct on our part, in the event of injury to life, limb or health, fraudulent misrepresentation or breach of a guarantee. In the event of slight negligence, we shall be liable in the event of a breach of a material contractual obligation (a material contractual obligation is an obligation which is necessary for the performance of the contract and on the performance of which both parties may therefore rely); in these cases, however, our liability shall be limited to the typical, foreseeable damage.
3. Should the contractual partner wish the goods to be shipped by us, the customer hereby authorises us to place corresponding orders with transport companies and forwarding agents on his behalf, whereby we undertake to select suitable and reasonably priced forwarding agents in the interest of the contractual partner. In this case, too, the transfer of risk provisions under items 1 and 2 shall apply. The contractual partner shall reimburse us separately for the costs incurred

by the shipment. This shall also apply in the event that we ourselves act as forwarding agent. In these cases, the German Freight Forwarders' Standard Terms and Conditions (ADSp) shall apply in addition in the version valid at the time the order is placed.

4. Insofar as the risk has not already been transferred to the contractual partner upon handover of the delivery item to the forwarding agent, carrier or other person designated to carry out the shipment or has not remained with the contractual partner in accordance with clause 2 , it is agreed that the unloading of the delivery is generally the responsibility of the contractual partner . Insofar as the forwarding agents commissioned by us unload the goods, it is agreed that this is done solely on behalf of the contractual partner. We shall not be liable for any damage resulting from this or from this. In such cases, the contractual partner shall indemnify us against any claims for damages by third parties.

5. We shall only insure the shipment against the usual insurable transport risks at the express request of the contractual partner and at his expense.

6. Insofar as acceptance is to take place, the delivery shall be deemed to have been accepted when
    - the delivery has been completed,
    - we have notified the contractual partner of this with reference to the fiction of acceptance and have requested him to accept the goods,
    - 3 working days have passed since delivery or the contractual partner has started using the delivery and
    - the contracting party has failed to accept the delivery within this period for a reason other than a defect notified to us that makes the use of the delivery impossible or significantly impairs it.

7. The risk shall also pass to the contractual partner if the customer is in default of acceptance of the goods or the service.
8. The performance of an acceptance procedure shall not affect the obligation to give notice of defects in accordance with § 377 HGB.

§ 5 Prices

1. Our prices apply to the scope of services and deliveries specified in the contracts. Additional, supplementary and/or special services shall be charged separately. Our prices are quoted in euros, strictly net ex plant, plus packaging, storage costs, the statutory value-added tax, transportation or shipping costs, if applicable, in the case of export deliveries, customs duties, fees and other public charges, as well as without cash discount and other discounts.

2. We are entitled to charge surcharges for short quantities, which are expressly agreed with our contractual partner in principle and in amount upon conclusion of the contract. In case of doubt, the prices for short quantities shall be calculated according to the weight and the number of pieces of the surface-treated parts.

3. The prices are understood to be for parts constructed in accordance with galvanisation and surface treatment. If and to the extent that additional work is required in connection with the placing of the order, in particular the removal of stubborn impurities such as scale, oil, coal and old zinc coating as well as the attachment and closing of openings on hollow bodies, we shall be entitled to charge surcharges for this work. We shall calculate the amount of such surcharges in accordance with the principles of equitable discretion, taking into account the prices customary in trade.

4. If deliveries or services are only provided more than three months after conclusion of the contract, the price shall be adjusted at the request of one of the parties if the order-related costs beyond our control (e.g. standard wages, material costs, energy costs) have changed by more than 5% compared to the

time of conclusion of the contract. The price shall then be adjusted in accordance with the percentage in the change

§ 6 Terms of Payment, Default

1. Payments shall be made upon receipt of the invoice within 7 days without any deduction and without any discount, unless otherwise agreed in writing. The date of receipt by us shall be decisive for the date of payment.

2. Our contractual partner is only entitled to set-off and retention with such claims that have been legally established or are undisputed.

3. The contractual partner shall be in default if he does not make payment within 7 days of receipt of the invoice or an equivalent request for payment. If the date of receipt of the invoice is uncertain, default shall occur no later than 10 days after the invoice date. Default shall also occur if the contractual partner finally and seriously refuses payment before the invoice is sent or otherwise indicates that it will not provide its service..

4. In the event of default on a claim, we shall be entitled to withhold delivery or other performance under all contracts until the claims due to us from the contractual partner have been settled in full. The contractual partner may avert this right of retention by providing a directly enforceable and unlimited guarantee from a credit institution approved as a customs and tax guarantor in the amount of all outstanding claims. This guarantee must be issued subject to the exclusion of the defense of anticipatory action, rescission and voidability. After fruitless expiry of a deadline set for the contractual partner, we are furthermore entitled to withdraw from all contracts not yet executed. The assertion of claims for damages remains unaffected in these cases. If circumstances unknown to us at the time of conclusion of the contract exist, which noticeably impair the creditworthiness of the contractual partner, in particular a negative certificate from a credit insurer, compulsory enforcement measures against the customer's assets, the submission of an affirmation in lieu of an oath, the filing of an insolvency petition, the opening of insolvency proceedings or the rejection of the insolvency petition for lack of assets, we shall be entitled to demand reasonable advance payments or, optionally, the provision of security, irrespective of the contractual agreements with the contractual partner.

5. We shall be entitled to perform or render outstanding deliveries or services only against advance payment or the provision of security if, after the conclusion of the contract, circumstances become known, which are likely to substantially reduce the creditworthiness of the contractual partner and as a result of which the payment of our outstanding claims by the contractual partner from the respective contractual relationship, including from other individual orders, is jeopardised. The same shall also apply if our contractual partner defaults on a due payment or partial payment.

6. We reserve the right to withdraw from the contract if there are reasonable doubts as to whether the contractual partner will fulfill the contract properly. This also applies in the event of culpably incorrect or incomplete information provided by the contractual partner regarding facts relating to his creditworthiness, in the event of enforcement measures against his assets, the submission of an affidavit and in the event of the opening of insolvency proceedings, an application or rejection due to lack of assets.

§ 7 Security Rights, Reservation of ownership

1. Until all our claims against the contractual partner (including all current account balance claims), to which we are entitled for any legal reason now or in the future, have been satisfied, we shall be granted the following securities, which we shall release at our discretion on request, insofar as their value exceeds the claim by more than 20% on a sustained basis.

2. We shall be entitled to a contractor's lien on the items brought to us by the contractual partner and to be processed within the framework of the performance of the contract. As a precautionary measure, a contractual lien on these brought-in objects shall be deemed agreed between the parties upon handover to us.

3. The delivery item supplied by us to the contractual partner shall remain our sole respectively joint property until all claims arising from the contracts concluded with the contractual partner have been paid in full. The delivery item as well as the goods covered by the retention of title, which take its place in accordance with the following provisions, are hereinafter referred to as "goods subject to retention of title".

4. The contractual partner shall store the goods subject to retention of title for us free of charge.

5. The contractual partner shall be entitled to process and sell the goods subject to retention of title in the ordinary course of business until the event of realisation (§ 7 clause 10). Pledges and transfers of ownership by way of security are impermissible.

6. If the goods subject to retention of title are processed by the contractual partner, it is agreed that the processing shall be carried out in our name and for our account as manufacturer in the amount of our ownership share and that we shall acquire direct ownership in this amount or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the goods subject to retention of title - the co-ownership (fractional ownership) in the newly created item shall pass to us in the ratio of the value of our ownership share to the value of the newly created item. In the event that we do not acquire this ownership, the contractual partner hereby transfers to us by way of security its future ownership or -in the aforementioned proportion- co-ownership of the newly created item, which we hereby accept. If the reserved goods are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, we shall, insofar as the main item belongs to us, transfer to the contracting party pro rata co-ownership of the uniform item in the ratio specified in sentence 1.

7. In the event of resale of the goods subject to retention of title, the contractual partner hereby assigns to us by way of security the resulting claim including all subsidiary rights against the purchaser - in the event of co-ownership on our part of the goods subject to retention of title in proportion to the co-ownership share - with priority over any further claims. The same applies to other claims that take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. We revocable authorise the contractual partner to collect the claims assigned to us in his own name. We may only revoke this collection authorisation in the event of realisation.

8. If third parties seize the goods subject to retention of title, in particular by way of attachment, the contractual partner shall immediately inform them of our sole or co-ownership and inform us thereof in order to enable us to enforce our ownership rights. If the third party is not in a position to reimburse us for the court or out-of-court costs incurred in this connection, the contractual partner shall be liable to us for this.
9. We shall release the goods subject to retention of title and the items or claims replacing them at the request of the contractual partner if their estimated value exceeds the amount of the secured claims by more than 20%. The selection of the items to be released thereafter shall be at our discretion.
10. If we withdraw from the contract in the event of a breach of contract by the contractual partner - in particular default of payment - we shall be entitled to demand the return of the

goods subject to retention of title to the extent permitted by law. The same shall also apply if there are justified indications suggesting the contractual partner's insolvency as well as in cases where insolvency proceedings are opened against the contractual partner or such proceedings are discontinued due to lack of assets.

11. The contractual partner shall be obliged to provide us with the information required to assert our claims arising from this section at any time upon our request and to hand over the documents required and belonging to this.

12. Insofar as we have not already acquired sole or co-ownership of the delivery item by virtue of the law due to the processing or combination of the goods, or if the goods are goods subject to retention of title, we and the contracting party agree already now that the contracting party shall transfer to us co-ownership by way of security for the claims referred to in section 7 clause 1 at the time the delivery item is handed over to the contracting party (or a carrier or forwarder acting on the contracting party's behalf) in the amount of the share of the increase in value of the original goods due to our processing in the total value of the delivery item. We accept this transfer. The above provisions on goods subject to retention of title under this § 7 shall apply accordingly to our co-ownership by way of security.

§ 8 Notice of Defects and Warranty

1. The delivered items shall be inspected carefully immediately after delivery to the contractual partner or to the third party designated by him. With regard to obvious defects or other defects, which would have been recognisable in the course of an immediate, careful inspection, they shall be deemed to have been approved by the contracting party if we do not receive a written notice of defect immediately. With respect to other defects, the deliveries shall be deemed to have been approved by the contracting party if we do not receive the notice of defect immediately after the time at which the defect became apparent. If the defect was already recognisable to the contracting party at an earlier point in time during normal use, this earlier point in time shall be, however, decisive for the commencement of the period for giving notice of defects. At our request, a delivery item which is the subject of a complaint shall be returned to us carriage paid. In the event of a justified complaint, we shall reimburse the costs of the most favourable shipping route. This shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use. In all cases, we have the right to collect the goods ourselves.

2. In the event of material defects in the delivered items, we shall initially be obliged and entitled to rectify the defect or make a replacement delivery at our discretion within a reasonable period of time. In the event of failure of rectification , the contractual partner may withdraw from the contract or reduce the purchase price appropriately. Rectification shall be deemed to have failed after the second attempt, unless the nature of the item or the defect or other circumstances indicate otherwise. The statutory provisions of §§ 323 V, VI BGB must be observed in the event of withdrawal, whereby in the case of mass-produced parts, rejects and shortfalls of up to 3% in case of bulk parts and up to 1.5% in case of racked goods of the total quantity delivered for the respective order shall be deemed to be insignificant rejects and shortfalls/breaches of duty within the meaning of § 323 V BGB.

3. If a defect is due to our fault, the contractual partner may claim damages under the conditions set out in the following § 9.

4. The warranty period shall be one year from delivery or, insofar as acceptance is required, from acceptance, subject to the provision in section 1 above. The exclusion and shortening of the warranty period shall not apply to damages due to the violation of life, body or

health, for a grossly negligent or intentional breach of duty on our part or a grossly negligent or intentional breach of duty on the part of our legal representatives or vicarious agents.

5. In the event of defects of other manufacturers that we cannot remedy for licensing or factual reasons, we shall be entitled, at our discretion, to warranty claims against the manufacturers and suppliers for the account of the contractual partner or to assign them to the contractual partner. Warranty claims against us exist in the case of such defects under the other conditions and in accordance with these GTC only if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, for example due to insolvency. During the duration of the legal dispute, the statute of limitations of the warranty claims of the contractual partner against warranty claims of the contractual partner against us shall be suspended.

6.

a) The warranty shall lapse if the contractual partner modifies the delivery item or has it modified by third parties without our consent and the defect was caused by this. The same applies if the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the contractual partner shall bear the additional costs of remedying the defect resulting from the modification. The contractual partner shall bear the burden of proof that the defect is not due to the involvement of the third party.

b) If the contractual partner fails to comply with instructions or directions given by us regarding the goods/services or the treatment/handling thereof and this leads to a defect, any warranty claim shall lapse.

7. A delivery of used delivery items agreed with the contracting party in an individual case shall be made under the exclusion of any warranty for material defects.

8. In the event of justified notices of defect, payments on the part of the contracting party may only be withheld to the extent of an appropriate part of the remuneration, subject to the provision in § 6 clause 3.

9. The assignment of warranty claims to third parties without our consent is excluded.

10. If the contractual partner requests that warranty work be carried out at a place determined by him, that is not the place of performance, the contractual partner shall - with our consent- reimburse all additional costs and expenses caused thereby, in particular the additional working hours according to our standard rates as well as the actually proven travel expenses.

11. For missing parts, which are delivered in larger quantities, compensation will only be provided if their delivery is documented and the number of pieces or the weight was jointly determined between the contractual partner and us upon acceptance, as we accept the goods upon receipt subject to the factually correct information, weight or piece and finishing capability. The inspection shall be carried out during production.

12. The contractual partner warranty claims are excluded insofar as the customer uses or employs the goods delivered or services rendered by us beyond the usual and contractually agreed purpose without our having been expressly informed of this in writing prior to the conclusion of the contract. This is particularly the case if the goods or services are intended for special operating conditions of which we are not aware and of which we have not been informed or are exposed to special stress conditions.

13. If and insofar as we do not know the materials of the delivered goods, the contractual partner shall be obliged to check independently and on its own responsibility, whether the material delivered for galvanic surface treatment is suitable for such treatment. In particular, the

contractual partner shall ensure that the material to be galvanised is free from cast skin, moulding sand, scale, oil, coal, burnt-in grease, welding slag, graphite and paint coatings and similar adhesion-reducing substances and that it does not have any pores, cavities, cracks, doubles or residual magnetism or similar. Existing threads must be sufficiently overcut or undercut. Particularly in the case of bulk material processes, care must be taken to ensure that the material supplied is free of foreign matter such as rags, cardboard, foils, chips, etc., and free of excessive oil ingress. If this is not the case, we are entitled to refuse processing or to withdraw from the contract. If the contractual partner nevertheless insists on processing despite our advice or if the material supplied to us for surface treatment is not technologically suitable for such surface treatment for reasons, which are not recognisable to us, we shall not assume any warranty or liability for a specific dimensional accuracy, adhesive strength and corrosion-preventing properties or coefficients of friction of the applied layer. We do not provide a warranty for specific dimensional accuracy, adhesive strength, colour retention and corrosion-preventing properties of the applied layer if the contractual partner has not fulfilled its aforementioned obligation to test and establish the suitability of the material and any defectiveness is based on this breach of duty. In particular, no warranty shall be assumed for the adhesive strength if the material has been deformed after galvanic treatment and if test galvanised parts could be deformed without flaking off the galvanic layer.

14. If the contractual partner commissions extended services such as e.g. sorting/packing, assembly, thread locking, the reduction in corrosion typical of the process shall be taken into account when asserting warranty claims. As a matter of principle, the corrosion test shall be carried out directly after the galvanotechnical processing of the goods.

15. Hollow parts shall only be galvanically treated on the outer surfaces, unless a separate cavity treatment has been agreed between the parties in special cases. Immediate corrosion on the untreated surfaces shall not justify any warranty claims. The contractual partner is also aware that galvanised material is at risk from condensation water and fretting corrosion. We do not accept any warranty claims in this respect either. Likewise, no warranty claims shall exist if the goods are not packed, stored and transported properly by the contractual partner and/or contrary to our instructions. The same shall also apply if the instructions of the relevant galvanotechnical standards, e.g. DIN 50979, are not observed.

16. The contractual partner shall determine the minimum layer thicknesses at a measuring point to be agreed. If this is not done, the procedure shall be in accordance with our specified in-house standard known to the contractual partner. We shall not assume any warranty or liability for weather damage or for possible damage due to subsequent duplications and other residues from the treatment process seeping out of inaccessible cavities or for embrittlement damage to the base material. If we do not ship the goods, the contractual partner must act appropriately to avoid and prevent chemical and mechanical damage to the surface of the goods.

17. The above warranty provisions are conclusive subject to the provision on damages/rescission in § 9 below and exclude other warranty claims of any kind. This shall not apply to claims for damages arising from warranties of quality, which are intended to protect the contractual partner against the risk of consequential damage. Such warranties must be in writing and countersigned by us.

§ 9 Damages/ Withdrawal

1. Our liability for damages, irrespective of the legal grounds, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, violation of obligations during contractual negotiations and tort, shall be

limited in accordance with the provisions of this § 9, insofar as fault is involved in each case.

2. We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, insofar as this does not involve a violation of material contractual obligations. Material contractual obligations are the obligations, which are necessary for the performance of the contract and on the performance of which the parties may therefore rely. These are in any case the obligation to manufacture and timely deliver the delivery item, its freedom from defects that impair its functionality or usability more than insignificantly, as well as advisory, protective and custodial obligations that are intended to enable the contractual partner to use the delivery item in accordance with the contract or to protect the life or limb of the contractual partner's personnel or to protect the contractual partner's property against significant damage.

3. Insofar as we are liable for damages on the merits in accordance with § 9 number 2, this liability is limited to damages which we foresaw as a possible consequence of a breach of contract at the time the contract was concluded or which we should have foreseen if we had exercised due care. Indirect damage and consequential damage resulting from defects in the delivery item are only eligible for compensation insofar as such damage is typically to be expected when using the delivery item as intended.

4. In the event of liability for simple negligence, our liability to pay compensation for damage to property and further financial losses resulting therefrom shall be limited per claim to the respective amounts covered by our business and product liability insurance, even if this involves the violation of material contractual obligations. The amount of cover shall be at least € 10,000,000.00 in each case. We will communicate the concrete amount of the respective sums insured at any time upon request.

5. The above exclusions and limitations of liability shall apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.

6. Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of performance owed by us, this shall be provided free of charge and to the exclusion of any liability.

7. The restrictions of this § 9 do not apply to damages due to the violation of life, body or health, which are based on a negligent or intentional breach of duty on our part or on a negligent or intentional breach of duty of our legal representatives or vicarious agents.

   Furthermore, the restrictions of this § 9 do not apply to other damages based on an intentional or grossly negligent breach of duty on our part or a grossly negligent or intentional breach of duty on the part of our legal representatives or vicarious agents.

   Claims under the Product Liability Act shall also remain unaffected.

8. If the contractual partner fails to pay the advance payment due or does not accept the goods offered to him, we may withdraw from the contract and/or claim damages if we have previously set the contractual partner a reasonable deadline in writing for payment or acceptance and the contractual partner has not complied with this request within the deadline or has expressly refused performance or acceptance.

9. If we demand compensation for damages instead of performance in this respect, the contractual partner shall pay to us as damages 25 % of the amount, which is expected to result from the underlying order, without deductions, unless the contractual partner proves that no

damage or not as much damage as this lump sum has occurred. We reserve the right to claim higher damages than the lump sum. The lump sum does not include any legal costs, which the contractual partner must reimburse separately if the legal requirements are met.

§ 10 Final Provisions

1. German law to the exclusion of national conflict of law's provisions and the Convention on Contracts for the International Sale of Goods (CISG) shall govern this business relationship and the entire legal relationship between the contractual partner and us.

2. Place of jurisdiction is the location of our headquarters in 58739 Wickede (Ruhr). We also reserve the right to sue the customer at his place of business.

3. In place of gaps or invalid clauses, those legally effective provisions shall be deemed to have been agreed which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery if they had been aware of the gap or invalid clause.

4. The contracting party acknowledges that we may use data from the contractual relationship in accordance with Art. 6 para. 1 lit. b DSGVO for the purpose of data processing and that we reserve the right to transmit the data to third parties (e.g. insurance companies) insofar as this is necessary for the fulfilment of the contract.