

General Terms and Conditions of Sale and Delivery of Keck & Lang GmbH

1. General information, applicability

1. Only commercial customers are invited to place orders. By placing an order, Orderer confirms that all legal business concluded with us shall be attributed to its commercial or free-lance professional occupation.

2. We shall perform our deliveries and services exclusively on the basis of the following General Terms and Conditions of Business. We shall not agree to any divergent terms or conditions of the contracting party.

3. It shall be agreed that these General Terms and Conditions of Business also apply to further contracts without this requiring express mention hereafter.

4. Divergent or supplementary agreements shall only be effective if they have been concluded in writing or confirmed by us in writing.

2. Accomplishment of the agreement

1. All services presented in our catalogue represent no more than a request to Orderer to make an offer. We reserve the right to accept such an offer. An agreement shall not be accomplished until we have confirmed such. The confirmation can be made by letter, fax, e-mail or conclusively through the fulfilment of the order.

3. Prices

1. Statutory VAT must be added to our prices. They apply ex works and therefore exclude expenses for freight, postage and insurance, as well as any other shipping costs. We deliver franco domicile for goods exceeding a minimum value which we shall state to you upon request.

4. Deliveries, transfer of risk

1. Partial deliveries are permissible and obligate Orderer to pay the partial remuneration unless the acceptance of the partial delivery would be unreasonable. Each partial delivery shall be considered to fulfil a separate order within the scope of these Terms and Conditions.

2. Goods shall be delivered ex works at Orderer's expense. The risk attached to the goods shall be transferred to Orderer when the goods leave the ramp at the manufacturer's plant or when manufacturer notifies readiness for shipment. This shall also apply to partial deliveries and in the event that we have assumed forwarding expenses or carriage of the goods.

3. The goods shall be delivered in a dismantled condition insofar as the type of shipment and transportation risk so require.

4. A transportation or other insurance policy shall only be taken out at the express request and at the expense of Orderer.

5. In the event that acceptance is delayed, Orderer shall bear the storage costs we thereby incur. These shall amount to half a percent for each full week of delay, but a maximum total of 5 % of the net value of the goods not accepted. Orderer shall retain the right to prove that lesser damages were incurred, as we shall be entitled to prove higher damages. We shall be entitled to dispose otherwise of the delivery item upon expiration of a reasonable time period set by ourselves and to supply Orderer within reasonably extended delivery periods.

5. Delivery periods and deadlines

1. The delivery periods we indicate are subject to change without notice and merely approximate unless firm deals are expressly arranged in specific agreements. They shall not be applicable until we have received from our customers all documents, permits and clearances necessary for the fulfilment of the order and when agreed payments have been received in due time.

2. The delivery period shall begin at the earliest when Orderer receives our order confirmation. The deadline shall be considered to have been met when the delivery items leave the ramp at the manufacturer's plant within the set period or readiness for delivery has been announced. Delivery periods shall be counted in working days.

3. In cases of *force majeure* or other circumstances beyond our control (such as actions of the authorities, strike, lockout, interruption of operations, material sourcing problems, traffic jams, etc. – even if they occur at a supplier of vendor), the delivery periods, including confirmed periods, shall be extended by a reasonable amount of time. This shall also apply when the above-mentioned circumstances arise during a delay which has already occurred. If performance should become impossible or unreasonable for us under such circumstances, then we shall be exempted from our duty to perform. Insofar as the delay in delivery should last for more than one month, we and Orderer shall be entitled to withdraw from the agreement. Claims for compensation of damages shall be excluded.

6. Payments

1. Payments must be made without deduction within fourteen days of receipt of the invoice.

2. If the fulfilment of our claim to payment should be endangered owing to poor pecuniary circumstances on the part of Orderer which were unknown or not existent at the time the agreement was concluded, then we shall be entitled to delivery COD, to demand payment in advance, to retain goods not yet delivered, or to cease work on pending orders and withdraw from agreements already concluded with Orderer, insofar as the latter does not pay in advance or put up other security. Insofar as payment by bill of exchange has been agreed, Orderer must bear all expenses and discount charges related to the bill of exchange.

7. Retention of title

1. The delivered goods shall remain in our possession as goods subject to retention of title until all present and future demands pursuant to the business relationship have been fulfilled. This shall also apply if specific demands or all demands were included in a current account and the balance has been struck and accepted. Bills of acceptance, bills of exchange and cheques shall not be considered valid fulfilment until they have been irrevocably cashed.

2. Orderer shall only be entitled to resell the goods in a proper business if Orderer hereby assigns to us all receivables from buyers or third parties which should accrue to Orderer from such resale. Orderer shall have no right to dispose otherwise of the goods subject to retention of title, in particular, pledging or chattel mortgage.

Should the goods subject to retention of title be sold unprocessed or after processing or in combination with items which are exclusively in the possession of Orderer, then Orderer shall here and now assign to us in full all claims to said goods arising from their resale. If goods subject to retention of title are sold together with goods not belonging to us –after being processed/combined – then Orderer shall here and now transfer to us all claims to said goods in the amount of their value, along with all ancillary rights

and ranking before other rights. We shall accept the transfer. If Orderer should have a current account relationship with the purchaser, then the transfer shall cover not only the balance recognized pursuant to § 355 of the German Commercial Code, but also any surplus from the current account relationship, which shall be due for payment immediately without statement and acknowledgement. Orderer shall also be authorized to collect these claims after the transfer until this right is canceled. This shall not affect our right to collect the claims. However, we shall undertake not to collect the claims and not to cancel Orderer's authorization to collect the claims for as long as the latter duly meets its obligations to make payment and other obligations. We can demand that Orderer disclose to us the transferred claims and their debtors, provide all data necessary for collection, hand over the appurtenant documents and notify the debtors of the transfer.

Orderer shall undertake for us as manufacturer any processing or treatment of the goods subject to retention of title without this putting any obligation on ourselves. In the event that the goods subject to retention of title should be processed, combined, mixed or commingled with any other goods not belonging to us, we shall be entitled to a co-ownership share in the new item in proportion to the value of the goods subject to retention of title in relation to the other processed goods at the time they are processed, combined, mixed or commingled. Should Orderer acquire sole ownership to the new item, then it is agreed that Orderer shall grant us co-ownership in proportion to the value of the processed or combined, mixed or commingled goods subject to retention of title in the new item and shall hold such in safe custody for us free of charge.

3. Orderer shall undertake only to sell the goods we deliver under the condition that Orderer retains ownership of these goods until the full purchase price is paid, and shall agree that ownership of the new item or the claim arising therefrom shall take the place of the retention of title if such should expire as a consequence of resale, combination, processing or mixing.

4. In the event that Orderer should default in payment or file a petition in bankruptcy, we shall be entitled to demand that the goods subject to retention of title be handed over immediately. Taking these goods back shall not constitute a withdrawal from the contract. At the same time, term claims shall then become due for payment immediately. Bills of exchange submitted must be redeemed irrespective of their due date in return for cash payment under concurrent conditions.

5. Should the value of the existing securities exceed by more than 25 % the value of the claims to be safeguarded, then we shall be obligated, at Orderer's request, to release the securities which exceed the value of our claims by more than 125 %. We shall be entitled to choose the securities to be released.

6. Should Orderer default or cease payment, then we shall be entitled to inform ourselves on Orderer's premises whether and to what extent goods subject to retention of title are present. We shall be entitled to take possession of goods still on hand without requiring the consent of Orderer or its administrator.

7. Orderer must notify us immediately, enclosing documents, of access of third parties to the goods subject to retention of title or claims arising in their place.

8. Warranty and liability

1. Any notice of defects or complaints of any kind at all must be made immediately following receipt of the delivery, § 377 of the German Commercial Code. The faulty parts must be sent to us, carriage free, following prior consultation.

2. The regular warranty period amounts to twelve months.

3. In the event of faults, we shall be entitled to rework or provide replacement, as we choose. Should we provide replacement, we shall bear the cost of sending the replacement piece to the originally agreed destination, but we shall not assume any expenses for dismantling or installation. Should Orderer demand that the replacement be sent to another place, or that we perform services on site, then Orderer shall assume the extra costs. Exchanged items shall come into our possession. The warranty period for the replacement shall run until the original warranty period for the delivered item expires. If it is not possible to rework or replace the faulty item, or if such has failed at least twice, or if we have not accomplished this despite the setting of an appropriate deadline, then Orderer shall be entitled to demand revision or reduction.

4. We shall grant no warranty for defects or damages for which we are not responsible or which are due to improper use, faulty assembly or start-up, excessive strain, natural wear and tear, faulty or negligent handling, unsuitable production equipment and facilities, or chemical, electrochemical or electrical influences (insofar as these were not provided for by contract).

5. Compensation for damages which are not suffered by the delivery item itself (consequential harm caused by a defect) shall be excluded insofar as legally permissible. We shall assume no liability for damages which are not due to premeditation or gross negligence unless the blame should attach to a cardinal obligation and/or an owner or executive staff member of our company.

6. Our liability shall be limited to the net value of the goods delivered from which the faulty item comes. It shall be limited to typically foreseeable damage.

9. Exemption from liability

1. We do not guarantee that the services in our catalogue are available, up to date, correct, complete or capable of delivery. In particular, the representation and description of individual products does not constitute an exhaustive description of their properties. The product depictions represent as a rule a part of the product family involved. Specific articles within these product families may vary.

2. Only the product description of the manufacturer shall be considered to describe a quality of the goods. Public statements, advertising or other expressions of the manufacturer extolling the goods shall not constitute a contractual indication of their qualities.

10. Miscellaneous

1. The place of fulfilment for delivery and payment shall be Böhmenkirch. The legal venue for any disputes arising from this contractual relationship shall rest with the competent court for such matters in the city in which our registered office is located. The same shall apply if Customer has not general legal venue in Germany, or if the residence or usual place of abode or is not known at the time the suit is filed. German law shall be exclusively applicable, also excluding the application of the United Nations convention on contracts for the international sale of goods.

2. Should a provision of these Terms and Conditions be ineffective, this shall not affect the legal force of the remaining provisions. The ineffective provision shall be replaced by one which best approximates the commercial intent and purpose of the original provision.

Dated: Decembre 2016