

## Section 1: Scope, General provisions

1. These General Terms and Conditions for Deliveries and Services (hereinafter "Terms of Delivery ") shall apply to any and all deliveries and services, including ancillary services and suggestions (hereinafter: "Delivery/Deliveries") provided by the companies of the Mauser group located in the Federal Republic of Germany, unless they explicitly declare that other general terms and conditions shall apply. Companies of the Mauser group located in the Federal Republic of Germany are the Mauser-Werke GmbH and such companies in which the Mauser Werke GmbH directly or indirectly holds a majority interest pursuant to Sec. 16 of the German Stock Corporation Act - except for NCG /Weiss IBC Beteiligungs-GmbH, NCG Buchtenkirchen GmbH and NCG Europe GmbH - and which have their registered office in the Federal Republic of Germany (hereinafter together: "MAUSER"); . Mauser does not acknowledge any conditions of the Contracting Partner which deviate from or complement these Terms of Delivery, unless MAUSER explicitly agrees to the validity of such conditions in writing. These Terms of Delivery shall also apply if MAUSER executes Deliveries to the Contracting Partner in knowledge of deviating or complementing conditions of the Contracting Partner without any reservation.
2. These Terms of Delivery shall only apply in relationships with entrepreneurs in terms of Section 14 German Civil Code (*BGB*), legal entities governed by public law and special trusts under public law (in these Terms of Delivery referred to as "Contracting Partner").
3. These Terms of Delivery shall apply within the scope of an ongoing business relationship also to any and all future transactions with the Contracting Partner without need for an explicit reference in each case.
4. MAUSER reserves the right to modify these Terms of Delivery which have become an integral part of the contract. Any modification of these Terms of Delivery shall become an integral part of the contract concluded by and between MAUSER and the Contracting Partner, if a) MAUSER has notified the Contracting Partner of the modification and has, to the extent that the modification is to the detriment of the Contracting Partner, typographically emphasized it in the modification notification; and b) the Contracting Partner has not objected to the modification in writing within six weeks following the reception of the modification notification, whereas MAUSER shall refer to the legal consequences of any failure to object in the modification notification.
5. The INCOTERMS valid on the day of the formation of the contract shall apply to any interpretation of trade terms.
6. To the extent that these Terms of Delivery refer to any written form requirement, text form in terms of Section 126 b BGB (letter, fax, email etc.) shall be sufficient for the written form requirement, unless explicitly otherwise agreed upon.

## Section 2: Offer, Order, Formation of Contract

1. Offers of MAUSER are without engagement and obligation.
2. The required quality and nature of the goods shall be indicated with sufficient precision in each purchase order. MAUSER shall not be liable for mistakes, delays in

delivery and damages which are caused by incomplete or imprecise details (such as "as supplied before"). MAUSER provides information and recommendations regarding bulk material and amounts for the products to the best of its knowledge but MAUSER does not warrant the correctness of such information. The Contracting Partner shall examine MAUSER's products if they are suitable for the bulk material and amounts used by the Contracting Partner. This shall in particular apply to hazardous materials. MAUSER advises the Contracting Partner hereby to commission a certified MAUSER inspecting authority with the execution of a suitability test.

3. The Contracting Partner is hereby informed that reconditioned i.e. recycled goods are not to be considered equal to new goods in terms of quality. Reconditioned goods are used, recycled goods which might also contain other used packaging components (e.g. marking plates, crossbeams as well as corner protectors). The Contracting Partner has to check the suitability of the reconditioned goods delivered by Mauser including the respective packaging components for its intended use in advance.
4. Mauser shall be entitled to deliver a version of the ordered goods whose construction has been modified without having to inform the Contracting Partner of this separately, provided that the modification does not affect the usual utility value.
5. Any and all information provided in offers, order confirmations and other documents regarding measures, volume capacity, and weights comprehend the usual tolerances, even if this is not explicitly indicated. The provisions of the German Institute for Standardization (DIN) shall apply to material thickness and quality.
6. Offers and declarations of acceptance by MAUSER within the scope of the preparation or the conclusion of a contract shall only be valid if made in writing.
7. Any and all agreements made between MAUSER and the Contracting Partner in connection with the formation of the contract shall be put into writing. Any oral agreement prior to or during the formation of the contract is without engagement.
8. Within the scope of frame agreements, MAUSER is only obliged to deliver if an individual agreement has been concluded, whereas MAUSER is not obliged to enter into an individual agreement or to accept purchase orders. Agreed call-off orders by the Contracting Partner require MAUSER's acceptance but MAUSER is not obliged to accept such orders.

## Section 3: Conditions regarding Deliveries, Delivery Periods, Delay in Delivery, Default of Acceptance

1. MAUSER shall be entitled to carry out partial shipments and performances to the extent that this is acceptable for the Contracting Partner.
2. The weights and lot sizes determined by MAUSER upon dispatch shall be decisive for the completeness of the Delivery.
3. In case of the delivery of several items, tolerances do not apply to individual items or a subset. MAUSER is entitled to make excess or short deliveries to the extent customary in trade.

4. MAUSER's Delivery is subject to its own complete self-supply in due time. MAUSER's duty to deliver shall also be subject to availability.
5. Delivery periods begin on the date of the order confirmation by MAUSER, but not prior to the clarification of all order details (such as amount, nature, specification, place of delivery, etc.). If MAUSER issues an order confirmation following a purchase order of the Contracting Partner which contains a delivery period, MAUSER shall be bound to the delivery period defined in the purchase order if MAUSER has quoted it in its order confirmation.
6. The date of the notification of readiness for shipment shall be decisive for the compliance with an agreed delivery period.
7. Any events of force majeure which concern MAUSER, or a supplier, or subcontractor of MAUSER, such as natural disasters, civil unrest, war, strikes, accidents, governmental orders, third party interference, etc., postpone the delivery periods by the duration of the hindrance by the force majeure event plus a reasonable start-up time, without entitling the Contracting Partner to assert any compensation claims from such hindrance or postponement against MAUSER. Any and all unavoidable events which unreasonably complicate the Delivery or make it impossible and which MAUSER could not avert despite of reasonable care according to the circumstances of the individual case, such as lack of raw material or supplies, machinery breakage, lack of energy, obstruction of routes, unless they are only of a short term duration, shall be equal to such events of force majeure - even if they concern a supplier or a subcontractor of MAUSER. MAUSER will notify the Contracting Partner of the occurrence of a hindrance by a force majeure event or an equated event. If the hindrance takes longer than 3 months, MAUSER shall be entitled to rescind the contract. The Contracting Partner has the same right. Claims for damages of the Contracting Partner due to the rescission declared by MAUSER or the Contracting Partner pursuant to this Section 3 Subsection 7 shall be excluded.
8. In the event of a delay of the Delivery, MAUSER's liability shall be governed by the statutory law subject to the following provisions: The claims for damages of the Contracting Partner due to delay shall be limited to 0.5 % of the net order value of the delayed Delivery for each full week of delay, not to exceed a total of 5% of such net order value. This limitation shall not apply in case of intent or gross negligence. Irrespective of its right of rescission due to a defect pursuant to Sec. 437 no. 2 German Civil Code (BGB), the Contracting Partner shall only be entitled to rescind the contract due to the non or delayed delivery by MAUSER if MAUSER is at fault for the non-observance of its respective obligation.
9. The Contracting Partner's default of acceptance or violation of other obligations to co-operate entitles MAUSER to claim the resulting damage including eventual additional expenditures unless the Contracting Party is not at fault for the default of acceptance or its obligations to co-operate.

## Section 4: Prices, Payment Terms

1. Prices of MAUSER are calculated "ex works" (EXW) plus eventually payable statutory value added tax. Costs for transport, insurance, storage or external inspection

are not included in the agreed prices. The Contracting Partner shall reimburse any taxes, tariffs or any other fees in connection with the Delivery abroad which MAUSER has to bear.

2. Any amounts invoiced by MAUSER are due for payment strictly net within 30 calendar days as of the invoice date. Unless otherwise agreed upon, payment shall be made by bank transfer.
3. The deduction of a discount is only allowed if explicitly agreed upon in writing.
4. Receipt of payment shall be decisive for the timeliness of payments.
5. If the Contracting Partner is in default with the payment of amounts due, MAUSER shall be entitled to claim, as of the default date, interest in the amount of the usual bank overdraft rates, but at least in the amount of 8 percentage points above the base rate of the European Central Bank for main refinancing operations. Any further claims of MAUSER remain explicitly reserved.
6. In case of a delay in payment of a claim arising from a contract concluded with the Contracting Partner, MAUSER shall, irrespective of other rights, be entitled to make due immediately all claims arising from such contract, to demand appropriate securities and to make the execution of still outstanding Deliveries subject to the provision of an adequate security.
7. If, following the formation of the contract, a significant deterioration of the Contracting Partner's financial circumstances becomes apparent which jeopardizes a claim of MAUSER, in particular in case of a suspension of payments or a petition to open insolvency proceedings against the assets of the Contracting Partner, MAUSER shall be entitled to request a security. Should the Contracting Partner fail to provide a security within a reasonable period granted, MAUSER shall - irrespective of any other rights of rescission - be entitled to rescind or to terminate the contract.

## Section 5: Transfer of Risk

1. Risk shall pass to the Contracting Partner, unless otherwise agreed, upon notification of the readiness for shipment, however, at the latest when the Delivery leaves the supply plant.
2. Should MAUSER assume the settlement of transport damages against the carrier or the insurance company on the basis of a separate agreement, the Contracting Partner is obliged to immediately submit an assignment declaration and the waybills together with an assessment of damages respectively statement of facts to MAUSER.
3. If the parties agreed on delivery free to destination, the transfer of risk pursuant to Subsection 1 of this Section 5 shall remain unaffected hereof. In this case, MAUSER only advances the freight charges for the Contracting Partner. Even if the parties agree on a different INCOTERM than EXW, the transfer of risk pursuant to Subsection 1 of this Section 5 shall remain unaffected.

## Section 6: Defects

1. If the Delivery is defective at the time of transfer of risk, MAUSER is, at its own choice, entitled to remedy

the defect or to deliver a replacement (hereinafter "Supplementary Performance"). Should the Supplementary Performance fail, the Contracting Partner shall be entitled to reduce the price or to rescind the contract. The Contracting Partner's claims for damages and compensation of expenses are subject to Section 7. Any further rights of the Contracting Partner shall be excluded.

2. The Contracting Partner shall only have rights arising from a material defect if the Contracting Partner notifies MAUSER in writing of the material defect immediately after receipt of the Delivery. Material defects which cannot be discovered in the course of an ordinary inspection of received goods shall be reported to MAUSER in writing immediately after their identification, otherwise the Delivery will be, also in regard of this material defect, deemed as approved. This provision shall not apply to contracts for works and services and if the defect was fraudulently concealed.
3. Place of performance of the Supplementary Performance is the supply plant of MAUSER where the Delivery derives from. MAUSER shall not be obliged to reimburse any shipping charges which were borne by the Contracting Partner as expenses for the purpose of the Supplementary Performance, to the extent that they are increased because the Delivery was transported to a different place than the initial place of destination of the Delivery.
4. It does not constitute a defect, a) if the Delivery was modified by the Contracting Partner or any other third party commissioned by the Contracting Partner after the transfer of risk, unless the defect was not caused by the modifications; b) if maintenance or repair work was not carried out properly, unless the defect was not caused by the improperly executed maintenance or repair work; or c) in case of minor hue errors and any other minor external impairments such as flash rust.
5. Any information about the product life duration provided by MAUSER shall not be deemed to constitute warranted characteristics, a warranty or guarantee or a prolongation of the limitation period of defects.
6. In deviation from Section 6 Subsection 1 and subject to the provisions regarding any liability for damages and reimbursement of expenses set forth in Section 7, claims based on defects are excluded with regard to sold used i.e. reconditioned goods.
7. Unless agreed upon otherwise, MAUSER shall only be obliged to make Deliveries which are free of industrial properties rights and copyrights held by third parties (hereinafter "Property Rights") in the country of the place of delivery. Any rights of the Contracting Partner arising from infringements of Property Rights shall be excluded, insofar as the Contracting Partner is at fault for the infringement of Property Rights or if the Property Right is infringed upon as a result of special requirements laid down by the Contracting Partner. Moreover, MAUSER shall be liable for infringements of Property Rights and any other defects of title in mutatis mutandis application of the Subsections 1 and 3 to 5 of this Section 6.

## Section 7: Liability for Damages and Reimbursement of Expenses

Subject to Section 7 Subsection 4, the following provisions shall apply in case of MAUSER's liability for damages and

reimbursement of expenses, irrespective of the legal grounds (violations of obligations, contract, indemnity, tort, etc.):

1. MAUSER shall be liable without limitation and in accordance with the statutory provisions in case of intent and gross negligence, in case of culpably caused injury to life, limb or health, pursuant to the German Product Liability Act as well as in case of an infringement of essential contractual obligations.
2. In case of an infringement of essential contractual obligations, i.e. such obligations whose infringement endangers the purpose of the contract and on the observation of which the Contracting Partner generally relies and may duly rely on, MAUSER's liability shall be limited to the foreseeable, contractual typical damages if and to the extent that MAUSER is not liable in case of intent or gross negligence, in case of culpably caused injury to life, limb and health, or pursuant to the German Product Liability Act.
3. In case of an infringement of non-essential contractual obligations, MAUSER's liability shall be excluded if and to the extent that MAUSER is not liable in case of intent or gross negligence, in case of culpably caused injury to life, limb and health or pursuant to the German Product Liability Act.
4. Section 3 Subsection 8 (liability for delay) shall prevail over this Section 7.
5. To the extent that MAUSER's liability is excluded or limited, this shall also apply to the respective personal liability of the executive bodies, representatives, employees, and vicarious agents of MAUSER.

## Section 8: Reservation of Ownership

1. MAUSER reserves ownership in any and all goods delivered by MAUSER (hereinafter "Reserved Goods"), until the unreserved and complete satisfaction of any and all claims which MAUSER has against the Contracting Partner for any cause in law now or in the future.
2. If the Contracting Partner infringes its contractual obligations, in particular in case of delay in payment, MAUSER is entitled to take the Reserved Goods back. MAUSER's act of taking back the Reserved Goods does not constitute a rescission from the contract, unless MAUSER explicitly declares to rescind the contract in writing. MAUSER is entitled to dispose of the Reserved Goods it has taken back; the earnings from the disposal - minus reasonable disposal costs - shall be offset against the bills receivable the Contracting Partner has against MAUSER.
3. The processing or transformation of the Reserved Goods by the Contracting Partner will always be executed for MAUSER as manufacturer in terms of Section 950 German Civil Code (*BGB*), without creating any engagement for MAUSER. If the Reserved Goods are processed together with items not belonging to MAUSER, MAUSER obtains co-ownership in the new items in the ratio of the invoice value of the Reserved Goods to the other processed items at the time of processing. Co-ownership rights of MAUSER pursuant to this provision shall be deemed as "Reserved Goods".

4. Should the Reserved Goods be inseparably combined or intermixed with other goods which are not property of MAUSER, MAUSER shall acquire co-ownership of the new item at the ratio of the value of the Reserved Goods to the other combined or intermixed goods at the time of combination or intermixture. If the combining or intermixing is carried out in a way that the property of MAUSER extinguishes due to the processing or intermixture, the Contracting Partner assigns MAUSER co-ownership in the new item already at this moment at the ratio of the value of the Reserved Goods to the other combined or intermixed goods at the time of the combination or intermixture. The Contracting Partner shall store the created co-ownership for MAUSER. Co-ownership rights of MAUSER pursuant to this provision shall be deemed as "Reserved Goods".
5. In case of seizure or any other third parties' intervention affecting the Reserved Goods, the Contracting Partner shall immediately notify MAUSER in writing.
6. The Contracting Partner is entitled to resell the Reserved Goods in the ordinary course of business; however, already at this moment, the Contracting Partner assigns to MAUSER any claims against its purchasers from the resale of the Reserved Goods. If the Reserved Goods are sold together with other items which are not property of MAUSER, the assignment of the claim from the resale is limited to the invoice value of the Reserved Goods. In the event of a resale of Reserved Goods in which MAUSER holds co-ownership rights, the assignment of the claim is limited to the value of the co-ownership shares.
7. The Contracting Partner is entitled to collect the claims from the resale of the Reserved Goods.
8. MAUSER shall be entitled to revoke the authorization to resell the goods and to collect claims from the resale if the Contracting Partner is in delay in payment, or if, following the formation of the contract, a significant deterioration of the Contracting Partner's financial circumstances becomes apparent which jeopardizes a claim of MAUSER, in particular in case of a suspension of payments or a petition to open insolvency proceedings against the assets of the Contracting Partner. In these events, MAUSER may request the Contracting Partner to inform MAUSER immediately about the assigned claims and the respective debtors, provide any and all information necessary to collect the claims, hand out the corresponding documents, and inform the debtors of the Contracting Partner about the assignment.
9. MAUSER undertakes to release the securities MAUSER is entitled to upon request by the Contracting Partner to the extent that the realizable value of the securities exceeds the secured claims by more than 10%.

## Section 9: Limitation Period

1. The limitation period for claims of the Contracting Partner arising from defects in quality shall be one year as of the beginning of the statutory limitation period. Notwithstanding the foregoing, the statutory limitation period shall apply a) in the event of Section 438 (1) No. 1 German Civil Code (*BGB*) (real rights of a third party), b) recourse claims pursuant to Section 479 (1) German Civil Code (*BGB*), c) fraudulent intent; d) in case of claims for damages based on intent or gross negli-

gence, culpably caused death, injury or detriment of health, or pursuant to the German Product Liability Act.

2. As a principle, any rectification or new supply of the Delivery carried out by MAUSER is an act of goodwill and is made without acknowledgement of any legal obligation. An acknowledgement of a legal obligation causing a recommencement of the limitation period shall be deemed declared by MAUSER towards the Contracting Partner only if MAUSER declares such acknowledgement explicitly.
3. The standard limitation period (*regelmäßige Verjährungsfrist*) applicable to claims of the Contracting Partner against MAUSER is limited to two years as of the beginning of the statutory limitation period. This shall not apply to claims for damages equivalent to Section 9.1 d); these are subject to the statutory limitation period.

## Section 10: Refusal of Performance, Retention, Set-off, Group Accounting Clause

1. The Contracting Partner shall not be entitled to assert a right of retention, to refuse performance, or to setoff against a claim of MAUSER, unless the counterclaim of the Contracting Partner is undisputed or has been validly decided by a final and non-appealable decision.
2. The Contracting Partner agrees that any company of the Mauser group located in the Federal Republic of Germany (see Section 1 Subsection 1) may setoff against claims of the Contracting Partner any claims which either the respective company itself or any other company of the Mauser group located in the Federal Republic of Germany can assert against the Contracting Partner. Upon request, MAUSER shall disclose to the Contracting Partner the aforementioned companies which are entitled to setoff. Besides, the statutory requirements shall apply to the setoff.
3. The Contracting Partner agrees that any company of the Mauser group located in the Federal Republic of Germany (see Section 1 Subsection 1) may setoff, against claims of the Contracting Partner, any and all claims which it is entitled to assert against a company which is - directly or indirectly - controlled by the Contracting Partner, controls the Contracting Partner or is controlled together with the Contracting Partner. The Contracting Partner shall obligate the companies which are directly or indirectly controlled by the Contracting Partner, control the Contracting Partner or are controlled together with the Contracting Partner in accordance with its own obligation. Besides, the statutory requirements shall apply to the setoffs.

## Section 11: Data Privacy

MAUSER points out that personal information (such as the name, occupational title, industry sector or business designation, phone number, and email address) of the Contracting Partner or his employees will be saved in order to establish, execute, or terminate any contractual or similar obligations with the Contracting Partner.

## Section 12: Place of Jurisdiction, Place of Performance, Applicable Law, Language, Severability

1. Place of jurisdiction for any and all disputes arising out of or in connection with the contract shall be Cologne. This shall also apply to summary procedures where plaintiff relies entirely on documentary evidence (*Ur-kundsprozess*) and special procedures deciding claims arising out of a bill of exchange (*Wechselprozess*). However, MAUSER shall also be entitled to seek action against the Contracting Partner at the place of general jurisdiction of the Contracting Partner or before any other competent court.
2. Place of performance is the place of business of the supply plant of MAUSER where the Delivery derives from.
3. Any and all legal relations between MAUSER and the Contracting Partner shall exclusively be governed by the laws of the Federal Republic of Germany under exclusion of the United Nations on Contracts for the International Sale of Goods (CISG).
4. Should one or several provision(s) of these Terms of Delivery or of the contract be or become invalid or inexecutable, the validity of the contract shall not be affected hereof.