

General Terms and Conditions of Purchase of LIFTKET Hoffmann GmbH, version 01/2018

§ 1 General, applicability

(1) All our Suppliers' or Contractors' (hereinafter referred to as "Suppliers") supplies, services and offers are exclusively made on the basis of these General Terms and Conditions of Purchase. They shall form an integral part of all agreements executed by us with any Supplier on their supplies or services. They shall also be applicable for all future supplies, services or offers made to us by a Supplier, even if not repeatedly and explicitly agreed upon. We shall not accept any Supplier terms contradictory to or deviating from our General Terms and Conditions of Purchase, unless we explicitly agreed to their applicability in writing. These General Terms and Conditions of Purchase shall also apply if we accept or pay for supplies and/or services provided by any Supplier while we are aware of Supplier terms contradictory to or deviating from our General Terms and Conditions of Purchase.

(2) The general terms and conditions of our Suppliers or any third parties shall not be applicable, even if we do not object to their applicability in the individual case. Even if we refer to a letter containing or referencing to terms and conditions of a Supplier or third party, this shall not constitute our agreement with the applicability of such terms and conditions.

(3) Our General Terms and Conditions of Purchase shall not be applicable if a Supplier is not an enterprise in terms of the German Civil Code (Bürgerliches Gesetzbuch, "BGB"), a legal entity under public law, or a special fund under public law.

§ 2 Quotations for the placement of an order, purchase orders and contract execution

(1) Unless our quotations do not explicitly include a binding term, we shall be bound by our quotations for one week after the date of said quotations. The receipt of the order confirmation by us is essential regarding the timely acceptance.

(2) Purchase orders and call-offs from master purchase agreements, as well as amendments to and modifications of agreements, including these General Terms and Conditions of Purchase require to be made in writing to become effective. Except for our managing directors, procurists or the head of our Purchase Department, our employees are not entitled to make any deviating oral agreements. Transmission by telecommunication means shall be sufficient to comply with the written form requirement.

(3) Call-offs from master purchase agreements shall become binding unless the Supplier objects to them in writing within seven calendar days upon receipt.

(4) We shall be entitled to request changes regarding the time and location of delivery or performance, the type of packaging and/or modifications of the design or construction of the delivery or performance object as far as this is reasonable for the Supplier. We shall remunerate the Supplier for the evidenced and adequate additional cost resulting from such changes; reduced cost shall result in a reduction of the contractual price. If any such changes result in delays in delivery that are not avoidable by reasonable effort in the Supplier's normal course of production and business, the originally agreed delivery date shall be postponed appropriately. The Supplier shall immediately notify us in writing of any additional cost or delivery delays anticipated by the Supplier upon careful evaluation, at the latest within seven calendar days upon receipt of our notice pursuant to sentence 1. Otherwise the Supplier shall not be entitled to claim remuneration for additional cost and/or to request a later delivery date.

(5) We shall be entitled to terminate the contract at any time in compliance with § 648 BGB with the legal consequences specified there, even if the contract is not a contract for work and services. The right to terminate the contract for good cause shall not be affected by this.

§ 3 Prices, terms of payment and invoice information

(1) The price stated in the purchase order shall be a fixed and binding price. The price shall comprise all parts and services, even if not listed in detail, as required for the trouble-free function and the contractually intended use of the product or service.

(2) In absence of a deviating written agreement, the price shall include delivery and transport to the place of delivery specified in the purchase order, as well as packaging.

(3) Cost estimates shall be binding. They are not remunerable, unless explicitly agreed upon otherwise in writing.

(4) All order confirmations, delivery notes and invoices shall state our purchase order number and order item, our part number, the quantity and delivery address. Should any of this information be missing and, as a result, the processing by us be delayed in our normal course of business, the payment due dates specified in para. 6 shall be extended by the period of delay.

(5) Invoices shall be sent separately from the goods to our Purchase department.

(6) Unless otherwise agreed upon in writing, we shall pay the contractually agreed price with a cash discount of 3 % within 21 calendar days or net within 60 calendar days upon delivery and receipt of the invoice. Receipt of the transfer order by our bank shall be sufficient for the timeliness of payments due from us.

§ 4 Delivery time and delivery, transfer of risk, acceptance

(1) The delivery time specified in the purchase order (delivery date or time and/or performance date or time) shall be binding. In particular, any reservation of timely self-delivery shall be excluded. Compliance with the delivery time for supplies shall be determined by the receipt of the goods at the specified place of delivery, and the written notice to us of the services' readiness for acceptance for services, respectively.

(2) The Supplier shall be obliged to notify us in writing immediately, if circumstances arise or are anticipated which will prevent compliance with the delivery time; such notification shall also include written information on the presumable duration of the delay by the Supplier.

(3) We reserve all rights under applicable law without any restrictions in the case of delayed delivery.

(4) In case of a delayed delivery, we shall be entitled to request a contractual penalty in the amount of 0.2 % of the purchase order value for each working day of delay, however not exceeding 5 % of the total purchase order value. The contractual penalty must not be reserved upon acceptance of delivery and/or performance, but upon the final payment at the latest. The contractual penalty shall be set off against the damage caused by delay which the Supplier has to compensate for.

(5) Without our prior written agreement, partial deliveries or services by the Supplier shall not be permissible. As regards delivery or performance before the agreed delivery date, the payment term shall only commence as from the date of the originally agreed delivery date.

(6) Trading clauses, if any, in the purchase order, shall be subject to INCOTERMS® 2010. Unless stipulated otherwise in the purchase order, the risk for supplies and services shall not be transferred onto us before the goods are handed over at the agreed place of delivery respectively before services are accepted. This shall also be valid if dispatch has been agreed upon. Default of acceptance by us shall be equivalent to delivery or acceptance. Unless specified otherwise in the purchase order or otherwise agreed upon by us, delivery and/or performance acceptance shall take place at our registered office in Wurzen/Germany.

(7) Should the Supplier's economic situation aggravate during the term of the purchase order, so that compliance with the contract is seriously at risk, should the Supplier cease payments (even

temporarily), should insolvency proceedings or comparable legal proceedings be applied for by him or permissibly be applied for by us or another creditor, such proceedings be instituted or their institution be rejected for lack of assets, we shall be entitled to terminate the contract or withdraw from the contract for any part not yet fulfilled. We shall be entitled to withdraw fully if partial fulfilment is not of any interest to us. In the case of termination, we shall be entitled to claim damages for non-performance of the remainder of the contract.

(8) Any service performance requires our formal acceptance. Deliveries shall require our formal acceptance if such acceptance has contractually been agreed upon.

§ 5 Scope of supplies and services

(1) The Supplier's supplies and services shall be performed in compliance with the current state of technology at the time of handover and/or acceptance. They shall comply with the relevant statutory regulations, EU Directives, EU Regulations and the safety recommendations of the competent German expert associations (e.g. DIN, VDE, ZWEI, VDI, ElektroV, etc.). To the extent set out in the purchase order, our Technical Delivery Specifications ("Technische Liefervorschriften", TLV) referenced to shall prevail. The TLV shall be provided to the Supplier upon the Supplier's request.

(2) The Supplier shall be obliged to test any products to be supplied in accordance with general German industrial standards and make the test results available to us free of charge upon request. We, too, shall be entitled, but not obliged to test the products. These tests shall not constitute acceptance.

(3) The Supplier shall ensure the technical correctness and completeness of any documents and computations to be provided by the Supplier.

(4) The Supplier shall immediately inform us on concerns regarding the intended design.

(5) The Supplier shall be solely responsible for compliance with accident prevention regulations. Supplies and services must comply with environmental protection regulations, in particular the regulation on hazardous substances. Written disposal notices, etc., must be provided, if environmental protection regulations require specific disposal.

(6) The Supplier shall ensure that batches may be traced by an identification and filing system in the Supplier's procurement/production/supply chain.

(7) The Supplier shall inform us in due time in writing in advance if the Supplier deviates from the Supplier's previous production process.

§ 6 Set-off and assignment

(1) We shall be entitled to assign all claims arising from the contract, even without the Supplier's approval. The Supplier must not assign any contractual claims in whole or in part to third parties without our explicit written approval. § 354a HGB [German Commercial Code] shall remain unaffected.

(2) We have any statutory right to set-off and retention without any restriction. Any right to set-off and/or retention of the Supplier is excluded, unless the Supplier's claim is undisputed or has been legally established.

§ 7 Warranty claims

(1) We have an unrestricted right to statutory claims for defects. We shall be entitled to request remedy of defects or delivery of new items in our sole discretion in any case. We explicitly reserve the

right to claim damages, in particular damages instead of performance. Should the Supplier allow any deadline set for supplementary performance to expire unsuccessfully, we shall also be entitled to effect supplementary performance on our own or by third parties.

(2) The warranty shall also fully cover the components provided by the Supplier's subcontractors. Any acceptance or approval of prototypes or samples submitted shall not constitute a waiver of warranty claims.

(3) The warranty period is 36 months. Longer statutory limitation periods, if any, shall remain unaffected. The same shall apply to the suspension of expiry pursuant to § 445b BGB.

(4) The receipt of our written notice of defects by the supplier suspends the limitation period of warranty claims, until the Supplier rejects our claims or declares the defect(s) remedied or otherwise refuses the continuation of negotiations relating to our claims. In the case of replacement or defect remedy, the warranty period for replaced or reworked parts shall recommence, unless we had to assume according to the Supplier's behaviour that the Supplier did not feel obliged to act but only replaced or remedied defective parts as a gesture of goodwill or for other, similar reasons.

(5) Should the Supplier not commence supplementary performance immediately upon our request to do so, we shall be entitled to effect supplementary performance on our own or by third parties at the Supplier's expense in urgent cases, in particular for preventing imminent risks or serious damage.

§ 8 Liability, product liability and insurance cover

(1) The Supplier's liability shall be unlimited. The Supplier shall be liable for any kind of damage.

(2) The Supplier shall be responsible for all claims asserted by third parties due to personal injury or damage to property resulting from a defective product delivered by the Supplier, and shall be obliged to indemnify us against any resulting liability. Should we be obliged to initiate a callback from third parties due to a defect in a product delivered by the Supplier, the Supplier shall bear any cost related to the callback. Any other statutory liability on the part of the Supplier shall remain unaffected.

(3) The Supplier shall be obliged to take out and maintain a business and product liability insurance with a minimum cover of EUR 5,000,000.00 per case of damage, maximum 2-fold for all damage within an insurance year for damage to property and personal injury including resulting financial losses, and EUR 500,000.00 per case of damage, maximum 2-fold for all damage within an insurance year for pure financial losses. The Supplier shall submit to us a copy of the insurance policy upon request at any time.

§ 9 Goods receipt inspection

(1) Goods are accepted with reservation of an inspection for defects, in particular for correctness and completeness in so far and as soon as this is feasible in the ordinary course of business. We will immediately complain about defects upon their detection, if any. In this respect, the Supplier shall waive objection to delayed notification of defects.

(2) In the case of weight deviations, the weight determined by us upon notice of receipt shall be valid, unless the Supplier can provide evidence that the weight calculated by the Supplier had been established correctly in accordance with a generally recognised method. This shall be applicable for quantity deviations mutatis mutandis.

§ 10 Third-party property rights

(1) The Supplier shall ensure that no patent or other third-party property rights are violated by the Supplier's supplies and services or their utilization and use, neither locally nor abroad. To the extent any supplies or services provided by the Supplier violate third-party property rights, the Supplier shall indemnify us against all claims by the right holder(s). The indemnification claim shall be void if the Supplier proves that the Supplier is neither responsible for the infringement nor could have been aware of the infringement by use of the diligence of prudent businessperson at the time of delivery.

(2) Our further statutory claims for defects in title in the supplies or services provided by the Supplier shall remain unaffected.

(3) Should the utilization or use by us of any supplies or services provided by the Supplier be impaired due to existing third-party property rights, the Supplier shall either obtain the relevant approval at the Supplier's own expense or modify or replace the affected parts of the supplies or services in a manner so that their utilization and use will no longer be impaired by third-party property rights and they nevertheless comply to the contractual agreements.

(4) Claims for defects in title shall not lapse earlier than five years upon delivery and/or acceptance.

§ 11 Ownership protection

(1) We shall retain the title or copyright to any purchase orders, contracts, as well as drawings, figures, computations, specifications and other documents provided to the Supplier. The Supplier shall not make them available to third parties nor use or reproduce them or have them used or reproduced by third parties without our explicit written consent. The Supplier shall completely return the said documents to us upon request, if they are no longer needed in the ordinary course of the Supplier's business, or if negotiations do not result in the execution of a contract. Copies made by the Supplier shall be destroyed in this case, with the exception of retention under any legal retention requirements, as well as the storage of data for backup purposes in the course of customary data backup.

(2) Tools, devices and models provided by us to the Supplier or manufactured by the Supplier and invoiced to us separately for contractual purposes, shall remain and/or become our property. They shall be identified as our property by the Supplier, stored carefully, protected against damage of all kinds and only be used for the purposes of the contract. The cost of maintenance and repair shall be shared by the contractual parties in equal parts, unless otherwise agreed upon. To the extent, however, such cost are attributable to deficiencies in such objects manufactured by the Supplier, or to improper use by the Supplier, the Supplier's employees or agents, they shall solely be borne by the Supplier. The Supplier shall immediately inform us on any damage that are not minor to these objects. The Supplier shall be obliged to hand over the objects to us in a proper condition upon request, if they are no longer required by the Supplier for complying with the contracts concluded with us.

(3) Any retention of title by the Supplier shall only be valid to the extent it relates to our payment obligations for the relevant products to which the Supplier retains title. Especially any extended expanded or other retention of title shall be impermissible.

§ 12 Confidentiality

(1) The Supplier shall be obliged to treat the terms of the purchase order(s) as well as any information and documents (except for information in the public domain) provided to the Supplier in connection with said purchase order(s) confidential for a period of 3 years upon purchase order completion, and only use such information and documents for processing the order. The Supplier shall immediately return such information and documents to us upon request, however upon processing inquiries or orders at the latest.

(2) The Supplier must not refer to the business relationship in any advertising material, brochures, etc., and not exhibit any objects manufactured for us without our prior written approval.

(3) The Supplier shall bind the Supplier's subcontractors and subsuppliers, if any, to similar terms as stipulated in this Sec. 12.

§ 13 Spare parts

(1) The Supplier shall be obliged to provide spare parts for products supplied to us for a minimum period of 10 years upon delivery.

(2) Should the Supplier intend to suspend the production of spare parts for products supplied to us, the Supplier shall notify us of this immediately upon the decision. Subject to paragraph (1), the decision must be made not later than 6 months before production is suspended.

§ 14 Miscellaneous

(1) If the Supplier runs a business within the meaning of the German Commercial Code, is a legal entity under public law or a special fund under public law, or if the Supplier does not have any place of general jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between us and the Supplier shall be Wurzen, Germany, or the Supplier's place of business in our discretion. As regards claims against us, however, Wurzen, Germany, shall be the exclusive place of jurisdiction. Mandatory statutory regulations regarding exclusive places of jurisdiction shall remain unaffected by this provision.

(2) The relationships between us and the Supplier shall exclusively be governed by German law. The provisions of private international law that would refer to a different law than that of the Federal Republic of Germany are excluded. The UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded.

(3) Should the contract or the present General Terms and Conditions of Purchase contain any gaps in provisions, those legally valid regulations shall be deemed agreed upon, which would have been agreed on by the contractual parties in accordance with the business objectives of the contract and the purposes of these General Terms and Conditions of Purchase, if they had been aware of the gap in regulation.

(4) Should any provisions of the contract or the present General Terms and Conditions of Purchase be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected by this. The entirely or partially invalid provision shall be replaced by a provision that would have been agreed on by the contractual parties in accordance with the business objectives of the contract and the purposes of these General Terms and Conditions of Purchase, if they had been aware of the relevant provision's invalidity.