

General Terms and Conditions of Sale and Delivery

I. Scope of Application of the General Terms and Conditions

- (1) The terms and conditions herein (hereinafter "**Conditions**") supplement any of Innolume GmbH's ("**Innolume**") offers and confirmations and shall apply to all offers, sales, deliveries and services made or rendered by Innolume GmbH ("**Innolume**").
- (2) General terms and conditions or purchase conditions of any customer (hereinafter "**Customer**") which deviate from the Conditions set forth herein, are hereby expressly contradicted. They shall not apply in relation to Innolume.
- (3) Innolume and the Customer (hereinafter the "**Parties**") did not enter into any oral understanding or arrangement within the scope of these Conditions. Any understanding or arrangement deviating from these Conditions shall only be valid and binding upon the written consent of Innolume whereby any such deviating understanding or arrangement consented in writing by Innolume shall prevail the provisions of these Conditions.
- (4) These Conditions shall also apply to any future contracts and business relations in current business dealings of the Parties.
- (5) These Conditions shall only be applicable within the scope of business and commercial dealings, i.e. *vis-à-vis* individuals and legal entities within the meaning of section 14 para. (1) German Civil Code (BGB), legal entities under public law and special funds under public law within the meaning of section 310 para. (1) BGB.

II. Conclusion of Contract, Commercial Letter of Confirmation

- (1) Any offers of Innolume, cost estimates, statements in catalogues, brochures, advertisements and price lists etc. as well as any specifications, illustrations and measurements shall be considered as approximations only, are made by Innolume without legal obligation and are subject to confirmation by Innolume. Offers of Innolume shall be valid for 4 weeks from the date of issue or such shorter time period provided for therein. No legally valid contract shall come into existence until Innolume confirms all Customer's declarations of acceptance and orders in writing. The same shall apply to any supplements, alterations or side agreements.
- (2) Written confirmation of Customers' declarations of acceptance and offers by Innolume shall be deemed to refer to these Conditions, even if not explicitly referred to in the confirmation. In case the general terms and conditions or purchase conditions of any Customer deviate from the Conditions set forth herein, such written confirmation of Innolume is deemed to be a counter offer within the meaning of section 150 para. (2) BGB. These Conditions shall be deemed to be accepted at the latest upon the Customers' acceptance of the goods or services unconditionally and without reservation.
- (3) Innolume expressly objects to any Customers' confirmation invoking its own general terms and conditions or purchase conditions, unless they are expressly declared to be binding.

- (4) In case a commercial letter of confirmation refers to the general terms and conditions of Innolume, these Conditions shall govern and be incorporated in the contract.

III. Assignment of Claims, Rights and Obligations

The assignment of any claims, rights and obligations under the contract to a third party on the part of the Customer shall only be valid upon Innolume's written consent.

IV. Prices

- (1) Unless expressly agreed otherwise, prices quoted in Innolume's order confirmations are ex works (Dortmund, Germany), exclusive of packaging, freight and insurance and net of statutory value-added tax (VAT) as applicable from time to time and without any custom duties.
- (2) In case the goods or services are to be delivered more than 4 (four) months after the conclusion of the contract, Innolume is entitled to adjust the prices agreed upon in case of currency fluctuations by more than 5% or in case of an increase of (i) the costs of material, production, packaging, distribution or transportation or (ii) any applicable charges or customs under public law to be borne by Innolume. Such price adjustment shall be based upon Innolume's calculation of the price at the time the contract was concluded and only relate to the actual increase in costs. Through the price adjustment Innolume shall not be entitled to increase its profits. Furthermore, a price adjustment shall be excluded to the extent Innolume is responsible for the increase in costs.

V. Payment Conditions

- (1) Invoices are due without discount or deductions no later than 30 days the date of the invoice. Any and all costs of payment transactions shall be at the Customer's expense.
- (2) Date of payment is the day on which Innolume has the money at its disposal.
- (3) In the event the Parties have agreed on payment in instalments, the aggregate amount of the invoice shall become due immediately when the Customer is in default with one instalment payment for more than 14 days, the Customer ceases to pay the instalments or insolvency proceedings are opened against the Customer's assets or the commencement of such proceedings is denied for insufficiency of assets.
- (4) Innolume is entitled to demand interest beginning with the due date of the respective invoice.
- (5) Innolume reserves the right to refuse the acceptance of cheques or bills of exchange. Cheques and bills of exchange are accepted for payment purposes only.
- (6) At all events Customers are only entitled to set off, withhold or reduce payments if Innolume has consented thereto, if the counterclaim is undisputed or has been established by final court decision.
- (7) Innolume reserves the right to assign claims arising from the business relationship with the Customer.

VI. Terms and Time of Delivery and Performance, Export Controls

- (1) Unless expressly agreed otherwise in writing, the time of delivery stated by Innolume is an approximation only and shall not be binding.
- (2) Delays in delivery owing to force majeure or to unforeseeable impediments beyond Innolume's control, e.g. acts of God or natural phenomena, plant interruptions, riots, strikes, justifiable lockouts, lack of means of transportation, difficulties to procure necessary raw materials, orders imposed by public authorities and supplies not delivered by suppliers of Innolume, shall automatically extend the agreed times and dates of delivery by the period of the force majeure or the period of the impediment plus an adequate period for the resumption of business by Innolume and shall not provide for liability of Innolume. The same applies when – as mutually agreed – individual parts of performance have been transferred to an external supplier and the external supplier's performance is impeded.
- (3) As far as economically reasonable for the Customer, Innolume is entitled to partial deliveries.
- (4) In case of default Innolume will immediately inform the Customer about the estimated length of the delay in performance. After the notification of Innolume the customer shall be obligated to inform Innolume about the estimated damage caused by default of Innolume. In case the estimated damage exceeds 20 % of the amount invoiced with respect to the goods or services in default of delivery, the Customer shall be obligated to immediately make an effort to – and, if possible – to effect a covering purchase and concurrently rescind the contract with regard to the part not yet performed. Innolume's liability for damage claims on the basis of the default is limited to 50 % of amount invoiced with respect to the good or service in default of delivery. Section IX of these Conditions remains unaffected.
- (5) Goods of Innolume may be subject to export controls and their delivery may be subject to compliance with the applicable export control regulations. Innolume shall not be responsible for any delays in delivery and/or for non-delivery caused by compliance with the relevant export controls laws. The Customer undertakes for its part to strictly comply with the respective export controls regulations when exporting goods of Innolume.

VII. Place of Delivery, Passing of Risk, Acceptance of Delivery and Default of Acceptance

- (1) Place of performance and place of delivery is the place of business of Innolume (ex works). Unless agreed otherwise in writing, Innolume shall not be responsible for insuring transportation or shipments.
- (2) Acceptance of goods is a primary duty of the Customer.
- (3) Call-off contracts shall be carried out within the timeframe agreed upon and, if no timeframe is agreed upon, within 365 days of Innolume's order confirmation. If the Customer does not place call-off orders within such timeframe, default begins with the expiration of such timeframe and the notification of dispatch of Innolume. Further claims of Innolume shall remain unaffected, particularly damage claims on basis of Customers' default and damage claims on basis of the Customers' omission to place call-off orders.

VIII. Warranty for Defects

- (1) The Customer shall examine the goods immediately following delivery by Innolume insofar as this is practicable in the proper course of business in accordance with sections 377, 378 of the German Commercial Code (HGB) and if a defect becomes apparent shall advise Innolume of such defect in writing with undue delay after carrying out the examination, in case of hidden defects with undue delay after their discovery. Otherwise, the goods are to be deemed approved, also with regard to this defect, and any warranty claims or rights of the Customer are deemed forfeited.
- (2) According to commercial custom and usage Innolume shall be entitled to deliver a deviant quality of goods. In case of built-to-print orders, Innolume shall to the extent legally permissible not be liable for defects resulting from specifications of and change requests to the delivered goods explicitly requested by the Customer.
- (3) Unless expressly agreed otherwise, are specifications of materials and goods, particularly those referring to DIN-classifications, statements in catalogues, brochures, advertisements and other documentation as well as any specifications, illustrations and measurements are descriptions only and shall not express warranties or guarantees.
- (4) In the event the Parties agreed upon the acceptance of goods by a third party (e.g. approval by the German Technical Inspection Authority (TÜV)) or in case such acceptance is customary according to commercial custom and usage, Innolume shall not be liable and shall not warrant for the timeliness of such acceptance by a third party. Innolume's duty to deliver the goods is fulfilled by giving notification to the third party of the readiness of the goods for acceptance.
- (5) Unless expressly agreed otherwise, any warranty claims of the Customer based on defects against Innolume shall be limited to repair or replacement of the defect good subject to the choice of Innolume. Only if Innolume was given the opportunity to repair or replace the respective defective good within a reasonable period of time, the Customer shall be entitled to assert further claims, i.e. reduction of the purchase price or rescission from the contract. If the condition of a good falls short of a condition guaranteed by Innolume, the Customers' claims for damages according to statutory law shall remain unaffected.
- (6) For the purposes of subsequent performance (repair or replacement of the defect goods), Innolume shall be entitled to ask the Customer for samples of the defective goods. Supplementary performance shall be deemed failed only, if the Customer satisfies that request, unless the supplementary performance is inexpedient, particularly in case of impossibility of performance or hardship.
- (7) In case Innolume caused the defect intentionally or by gross negligence, concealed the defect with intent to deceive, in case goods delivered by Innolume were used in construction and caused a defect of a building and with respect to claims under a right of recourse according to section 478 BGB, the statutory warranty periods shall apply. In all other cases, the warranty period shall terminate 12 (twelve) months after the dispatch of the goods, unless statutory law provides for a shorter warranty period.
- (8) If a notice of defect has been falsely made, the Customer shall be obligated to reimburse Innolume, upon billing, the expenses incurred by Innolume for examining the defect and reviewing the notice of defect.

IX. Breach of Duty and Liability

- (1) Innolume shall be liable only for (i) intention and gross negligence, or (ii) in the event of a breach of a material contractual obligation by Innolume; the same applies with respect to a breach of duty prior to contract. Such limitation of liability shall not apply with regard to the violation of a guarantee concerning the condition of the good given by Innolume, in case Innolume has concealed a defect with intent to deceive and with regard to any violation of life or in the event of personal injury to health.
- (2) Any liability of Innolume exceeding contractual liability and liability because of a breach of duty prior to contract on basis of tort or delict shall be excluded to the extent legally permissible. With respect to Innolume's liability according to the German Act for Product Safety ("*Produkthaftungsgesetz*") the statutory provisions shall apply.
- (3) Innolume shall only be liable for typical and foreseeable damage, unless Innolume caused damage to the Customer intentionally. Such exclusion of liability shall not apply with regard to the violation of a guarantee concerning the condition of the good given by Innolume or in case Innolume has concealed a defect with intent to deceive. A liability for consequential damages, including, but not limited to, loss of production, stoppage of production, loss of profit and the loss of information and data is excluded.
- (4) To the extent legally permissible, any liability of Innolume is limited to the value of the underlying contract or order, provided that Innolume's product liability insurance does not compensate for any further damages.
- (5) All claims not being subject to the limitation period according to section VIII. para. (7), shall be subject to a cut-off period of 18 (eighteen) months, commencing following knowledge of the damage as well as the person which caused the damage on part of the Customer.
- (6) As far as the liability of Innolume is excluded, such exclusion shall apply *mutatis mutandis* with respect to the liability of Innolume's representatives, employees, personnel, agents, factors, servants, assignees and persons employed by Innolume in the performance of its obligations.

X. Retention of Title

- (1) Innolume reserves title to the delivered goods as security until all claims to which Innolume is entitled to against the Customer with regard to the current and future business relationship with Innolume have been settled, irrespective of the legal grounds of such claims. The exercise of Innolume's right of retention shall not require a rescission of contract if the Customer is in default
- (2) With respect to a current account the reservation of title to the delivered goods refers to the approved balance of such account.
- (3) If Innolume accepts bills of exchange or cheque procedures for payment purposes, retention of the title to the delivered goods extends to Customers' payment obligations on basis of such bills of exchange or cheque procedures, notwithstanding them being based on different legal grounds. Retention of title to the delivered goods particularly extends to the encashment of the bill of exchange by Customer and shall not lapse with credit note concerning the cheque issued to Innolume.
- (4) Any processing or transformation of the delivered goods by the Customer shall be deemed to be carried out on behalf of Innolume. In case the delivered goods are processed with other goods or items

not owned by Innolume, Innolume shall acquire joint title to the new product resulting from the processing in proportion of the value of the delivered good to the value of the other goods or items processed at the time of processing. The provisions concerning the retention of title to delivered goods shall also be applicable to the new product resulting from the processing.

- (5) The Customer shall be entitled to resell the delivered goods in the customary course of business. The Customer herewith assigns to Innolume all receivables, claims and titles based on such resale against third parties, irrespective of whether the delivered goods have been resold or processed as well as irrespective of possible claims on grounds of tort, delict or unjust enrichment. In case the delivered goods have been processed with other goods delivered subject to retention of title, the assignment of all claims and titles based on the resale is confined to the value of raw materials of the delivered goods.
- (6) Notwithstanding the assignment of all claims and titles the Customer shall be entitled to collect payment against third parties in its own name and forward them to Innolume.
- (7) Innolume shall be entitled to notify the third party about such assignment of claims and titles at any time. The Customer shall be obligated to immediately notify Innolume about the amount and the third party debtor of such assigned claims and titles and shall provide Innolume with all necessary documentation (copy of invoices, etc.).
- (8) In case of defaults in payment indicating that a considerable portion of Innolume's claim is put at risk prior to our during delivery/execution of work by Innolume, Innolume shall be entitled to demand adequate security to secure the Customer's payment obligations and to refrain from rendering delivery or the execution of work until such security has been provided. Should the Customer be unable to provide the requested security Innolume may, after granting the Customer an adequate period time, rescind the contract.
- (9) Subject to the provisions in sections X.10 and X.11 concerning rescission of the contract statutory law shall apply.
- (10) In the event of rescission of the contract, place of performance and place of delivery shall be the place of business of Innolume. The Customer shall pay the costs and the risk of the return of the delivered goods.
- (11) Innolume will release its securities at the Customer's request to the extent that the value of Innolume's securities exceeds the claims or titles to be secured by more than 10 %. Innolume shall be entitled to select the securities to be released.
- (12) The Customer shall be obligated to immediately notify Innolume in writing about any pledges or other adverse effects on the delivered goods.

XI. Rescission of the Contract

- (1) In addition to the grounds of rescission of a contract subject to statutory law, Innolume shall be entitled to rescind of the contract if Innolume's performance is rendered impossible, e.g. supplies not delivered by suppliers of Innolume, force majeure, strike, acts of god as well as in case the Customer misrepresented credit worthiness, there is objective evidence that the customer is unworthy of credit and in case of unforeseeable impediments beyond control of Innolume not to resolve by reasonable

efforts, unless Innolume is responsible for such impediment to performance or impossibility of performance.

- (2) In case Innolume rescinds of the contract due to a breach of duty by the Customer, Innolume shall be entitled to claim liquidated damages in the extent of 25% of the invoiced amount, unless the Customer is not responsible for the breach of duty. The Customer shall be entitled to prove that Innolume did not suffer any damage or Innolume's damage falls considerably short as compared to the 25 % claimed. Innolume shall be entitled to prove damages exceeding 25 % of the invoiced amount.

XII. Place of Jurisdiction, Place of Business of Innolume

- (1) For both Parties, place of jurisdiction is Dortmund; this shall also apply for actions concerning bills of exchange and cheques. Innolume is also entitled to initiate an action against the Customer at the court having general jurisdiction over the Customer.
- (2) Place of business and performance for the delivery of goods is Dortmund.

XIII. Miscellaneous

- (1) It is agreed between Innolume and the Customer that all of the information, drawings, data, etc. mutually provided within the scope of the collaboration has been entrusted within the meaning of section 18 of the German Act against Unfair Competition (UWG) to the respective other party and may be used exclusively within the scope of such collaboration. Any other use, including, but not limited to, a disclosure to third parties, is strictly prohibited. The Customer agrees not to examine any product samples received from Innolume without the prior written approval of Innolume in respect to its architecture, design, material composition or manufacturing nor to have it examined in such way by a third party (prohibition of reverse engineering).
- (2) Innolume assumes no liability for the violation of third parties' intellectual property rights in the event of export delivery of goods, unless Innolume acted intentionally or with gross negligence.
- (3) In case a Customer with its place of business outside of Germany or its representative, employee or a third person employed by such Customer collects goods and transports or sends the goods across borders, the Customer shall be obligated to provide to Innolume the necessary certificates of exportation. Otherwise the Customer shall pay the VAT applicable for business transactions within the territory of Germany.
- (4) The laws of the Federal Republic of Germany shall exclusively apply, excluding the United Nations Convention on Contracts for the international Sale of Goods. INCOTERMS in their most recent version as amended from time to time shall govern the interpretation of delivery clauses.
- (5) The Customer agrees that Innolume will store Customer's personal data for the purpose of automatic data processing. Innolume shall be obligated to abstain from notifications according to the German Data Protection Act.
- (6) If any provision of these Conditions or any provision within the scope of the contract is or becomes invalid, this shall not affect the validity of all other provisions of the Conditions or the contract. The Customer and Innolume are obligated to replace the invalid provision by a valid provision they agree

on being closest to the economic purpose intended by the invalid provision to the extent permitted by law.