

**Terms and Conditions (GTC)
of confer GmbH, Bielefeld
State 08/17/2021**

1. General

1.1. These general terms and conditions apply exclusively to companies and entrepreneurs, legal entities under public law or special funds under public law within the meaning of § 310 (1) BGB. They apply to all of our - including future - orders as well as to all - including future - purchase contracts concluded with the customer in which confer GmbH acts as the supplier, and other agreements made with the customer.

1.2. The corresponding deliveries and services take place exclusively in accordance with the following terms and conditions.

1.3. By placing an order or accepting a service, the customer acknowledges that the terms and conditions should apply to all business relationships with the customer.

1.4. A silence on our part on contrary provisions of the customer is not to be regarded as an agreement with his conditions; their validity is contradicted. Any deviation from the terms and conditions is deemed to be a rejection of the order; an acceptance of an order nevertheless - even with reservations - is deemed to be acceptance of the following terms and conditions.

1.5. Agreements that deviate from these general terms and conditions require subsequent written confirmation to be effective.

1.6. Notwithstanding item 1.5, informal agreements are also effective if they are individual agreements in accordance with § 305b of the German Civil Code (BGB).

1.7. The following terms are defined as follows:

"Force majeure"

means any reason that makes it impossible for us or the customer to fulfill the respective contractual obligations and which arises from circumstances beyond the reasonable control of the respective party, including but not limited to natural disasters, actions by governments or supra-national institutions, outbreaks of violence, national emergencies, terrorist attacks, riots, civil unrest, fires, explosions or floods.

"Order"

means order of the customer for the purchase of defined goods with reference to these terms and conditions.

"Description of services"

means all documents, offers or estimates which, either individually or collectively, set out the requirements, specifications and / or expected service levels from us and which have either been issued by us or which have been expressly agreed in writing with us in relation to the goods and services and which are based on referenced on the order form.

"Goods"

are the assets and products ordered from us by the customer.

"Trade secrets"

are informations

- a) which are not generally known or readily accessible to the people in the circles who usually deal with this type of information and are therefore of economic value, neither as a whole nor in the precise arrangement and composition of their components, and

- b) the subject matter is subject to reasonable confidentiality measures by its rightful owner, and
- c) for whom there is a legitimate interest in confidentiality, § 2 No. 1 GeschGehG (Trade Secrets Protection Act)

2. Offers

2.1 All parts of our offers are non-binding.

2.2 On all documents provided to the customer in connection with the placing of the order - also in electronic form - such as calculations, drawings, etc., we reserve property rights and copyrights. These documents may not be made accessible to third parties unless we give the customer our express written consent.

2.3 Unless otherwise agreed, the relevant DIN standards apply to the contractual relationship; In particular, the following standards are used: DIN 2088 and 2089 (sheet 1,2 for calculations), DIN 2076, 2095 (wires) and DIN 7168 (tolerances of stamped parts) for quality and condition.

2.4 Our offers are subject to the protection of the business by our credit insurance. If the credit insurance does not provide cover for the business, we reserve the right to change the offer.

3. Prices and terms of payment

3.1 Our prices are from the shipping point of the factory producing or delivering on our behalf, excluding packaging and plus VAT at the currently applicable rate. The costs of packaging will be invoiced separately.

3.2 The customer is not entitled to deduct a discount.

3.3 Invoices are due for payment within 10 days of receipt of the invoice without deduction. If the customer is in default, default interest at a rate of 9 percentage points above the respective base rate of the ECB as well as the flat fee of € 40.00 in accordance with § 288 (5) BGB (German Civil Code) will be charged. We reserve the right to assert further damage.

3.4 In the event that our credit insurance does not provide cover for the intended transaction, the payment condition "against prepayment" applies.

3.5 The customer is only authorized to assert a right of retention if the mutual claims arise from the same contractual relationship.

3.6 If the customer is in default of payment, we are entitled to demand immediate payment of all due and defective claims from the business relationship. Furthermore, we are then also entitled to carry out outstanding deliveries only against advance payment or against the provision of securities. A deferral does not exclude this right.

4. Delivery and delivery time

4.1 The start of the delivery time specified by us presupposes the timely and proper fulfillment of the obligations and obligations of the customer, in particular the provision of the necessary plans, other technical data and the delivery conditions. The objection of the non-fulfilled contract remains unaffected by this.

4.2 In the event of a delay in delivery caused by us not intentionally or through gross negligence, we are liable for each full week of delay within the framework of a flat-rate compensation for delay in the amount of 1% of the delivery value, but not more than 5% of the delivery value. This does not apply if the delay in delivery was caused by us intentionally or through gross negligence. Further legal claims and rights of the customer due to a delay in delivery remain unaffected. The limitation of liability does not apply if a commercial firm deal has been agreed; The same applies if the customer can assert that his interest in the fulfillment of the contract has ceased due to the delay for which we are responsible.

4.3 If the customer is in default of acceptance or if he culpably breaches other obligations to cooperate, we are entitled to demand compensation for the damage we incur in this respect, including additional expenses amounting to 0.5% of the delivery value per month or part thereof, but no more than a total of 5% of the delivery value. The contracting parties are at liberty to provide evidence of higher or lower additional expenditure costs. Further claims due to default of acceptance remain unaffected

5. Transfer of risk

5.1 Delivery and handover always take place by making the goods available at the shipping point of the factory producing or delivering on our behalf on the agreed delivery date. This also applies if the goods are dispatched at the request of the customer. The risk then passes to the purchaser when the goods are handed over to the transporter.

5.2 The dispatch to the customer takes place exclusively at his expense. At the request and expense of the customer, we will cover the delivery with appropriate transport insurance.

6. Warranty for defects, recourse

6.1 The customer is only entitled to warranty rights under the conditions of Section 377 of the German Commercial Code (HGB).

6.2 No guarantee is given.

6.3 Claims for material defects become statute-barred after twelve months. The limitation period begins with the transfer of risk.

6.4 If, despite all due care, the goods show a defect that already existed at the time of the transfer of risk, we will either repair the goods or deliver a replacement, subject to timely notification of defects. The customer is obliged to give us the opportunity to provide supplementary performance within a reasonable period of time. Retention claims remain unaffected by the above regulation.

6.5 If the supplementary performance fails, the customer can - regardless of any claims for damages - withdraw from the contract or reduce the remuneration.

6.6 There are no material defects

- a) natural wear and tear;
- b) Properties of the goods or damage to or caused by the goods after the transfer of risk as a result of improper handling, storage or installation, or non-compliance with installation and handling instructions, excessive stress or use, as well as unsuitable operating resources, commissioning or maintenance;
- d) Properties of the goods or damage to or through the goods that arise due to force majeure, special external influences that are not assumed in the contract, or due to the use of the goods outside of the normal or normal use stipulated in the contract;

6.7 We are not liable for defects that are based on properties of the goods that were specified by the customer; In particular, we are not liable for defects that are based on the design or the choice of material for the goods, if and to the extent that the customer has specified the design or the material.

6.8 Furthermore, we are not liable for defects or consequential damage caused by defects that are not due to a defect in the goods delivered by us, but are due to changes in the goods by the customer or other third parties. Finally, we are also not liable for defects or consequential damage caused by the fact that the goods supplied by us were used, operated or combined with hardware or software or components from third-party manufacturers.

6.9 The purchaser's right of recourse against us only exists insofar as the purchaser has not made any agreements or goodwill arrangements with his customer that go beyond the legally mandatory claims for defects. Article 6.1 to 6.8 apply accordingly to the scope of the purchaser's right of recourse against us.

7. Resignation

7.1 In the event of breach of contract by the customer, in particular in the event of default in payment, we are entitled, without prejudice to other contractual and statutory rights, to withdraw from the contract after a reasonable period of grace has expired.

7.2 We are entitled to withdraw from the contract without setting a grace period if

- a) the customer has stopped his payments;
- b) a significant deterioration in the customer's financial circumstances occurs or threatens to occur and thereby the fulfillment of a payment obligation towards us is endangered;
- c) the customer applies for the opening of insolvency proceedings or a comparable procedure to settle debts over his assets; or
- d) the customer is insolvent or over-indebted.

7.3 The customer must immediately grant us or third parties authorized by us access to the goods subject to retention of title and surrender them. After appropriate timely announcement, we can use the goods subject to retention of title in accordance with article 4 in some other way to satisfy our due claims against the customer.

7.4 Statutory rights and claims are not restricted by the provisions contained in article 7.

8. Retention of title

8.1 We reserve title to the goods until the purchase price has been fully settled, including ancillary costs (freight, packaging, insurance, etc.).

8.2 In the event of breach of contract by the customer, in particular in the event of default in payment, we are entitled to demand the return of the goods. If we take back the goods without expressly declaring the same, there is no withdrawal from the contract. If we seize the goods, we always withdraw from the contract. After taking back the goods, we are authorized to dispose of them; the sales proceeds remaining after deducting the reasonable sales costs will be offset against the purchaser's liabilities.

8.3 The customer is obliged to treat the goods subject to retention of title with care. He has to insure them adequately against fire, water and theft at replacement value at his own expense and to carry out maintenance and repair work in good time at his own expense, if necessary.

8.4 The customer is entitled to process the goods or to combine them with other products in the course of his normal business operations. The processing or transformation of the goods by the customer is always carried out for us. In order to secure the claims mentioned in article 8.1, the customer transfers to us the co-ownership of the resulting products. The amount of the co-ownership share is determined by the ratio of the value of the goods (calculated according to the final invoice amount including VAT) and the product resulting from the processing or combination at the time of processing or combination. The customer has to keep the products in our co-ownership free of charge as a contractual secondary obligation.

8.5 The customer is entitled to sell the goods or his products in the ordinary course of business against immediate payment or with retention of title. The purchaser hereby assigns to us all claims with ancillary rights to which he is entitled in full, in the case of co-ownership in accordance with the co-ownership share. The assigned claims serve to secure our claims according to article 8.1. The customer is entitled to collect the assigned claims as long as he meets his payment obligations to us and no application has been made to open insolvency proceedings against the customer's assets.

8.6 If the purchaser is in default of payment or if an application has been made to open insolvency proceedings against the purchaser's assets, he must inform us immediately in writing to whom he has sold the goods or products in our ownership or co-ownership and what claims he is entitled to from the resale. The customer must notify the respective debtors of the assignment and issue us at his own expense with publicly certified documents on the assignment of the claims. The customer is not entitled to any other disposal of the goods or products in our reservation of ownership or co-ownership or of the claims assigned to us.

8.7 The customer must inform us immediately of any seizures or other legal impairments of the goods or products or claims belonging to us in whole or in part. The customer bears all costs that we have to incur to cancel such access by third parties to the reserved or security property created in accordance with Section 8 and for a replacement, insofar as they cannot be confiscated by third parties.

8.8 If the value of the securities existing for us exceeds the claims by more than 20% in total, we shall release securities at our discretion.

9. "Intellectual property rights" documents

9.1. We reserve the property rights and copyrights to all drawings, documents, samples and other information that we provide to the customer in the context of an order. They are to be kept secret by the purchaser and may not be used, reproduced, saved, restored or reproduced for third parties for purposes outside the contract.

9.2. Information of the aforementioned type may not be made accessible to third parties, unless this is done with our prior consent in text form or is absolutely necessary for the fulfilment of the contract. In this case, the customer has to oblige the third party to maintain confidentiality in the same way.

9.3. The above confidentiality obligations do not apply to documents, products and information

- a) which are or will be generally known or publicly available,
- b) are legally made known to the receiving party by a third party without restriction,
- c) which the receiving party demonstrably already owned or developed independently before the contract came into force, or
- d) which must be passed on or published due to legal regulations and / or official measures.

9.4. After the order has been processed or beforehand at our request, the documents and information in accordance with Section 9.1 above, including all copies, reproductions, storage and embodiments, must be returned to us immediately or completely, finally and irreversibly destroyed or deleted. We reserve the industrial property rights to all documents handed over to the customer.

9.5. The confidentiality obligation has a duration of 10 years after the termination (full payment of the invoice) of the last delivery relationship.

10. Reverse engineering

The purchaser may not observe, examine, dismantle or test (so-called reverse engineering) any goods provided by us without our express prior consent.

11. Liability

11.1 We are only liable for damages due to breach of contractual or non-contractual obligations

- a) in the event of willful intent or gross negligence;
- b) in the event of negligent or willful injury to life, limb or health;
- c) due to the assumption of a quality or durability guarantee;

- d) in the event of culpable breach of essential contractual obligations; contractual obligations are considered essential, the fulfillment of which enables the proper execution of the contract in the first place and compliance with which the customer may regularly rely;
- e) due to mandatory liability under the Product Liability Act; or
- f) due to other mandatory liability.

11.2 Liability for damages in accordance with Section 11.1 is limited to the amount of foreseeable damage typical of the contract when the contract was concluded in the event of a simple negligent breach. This also applies to damage caused by our vicarious agents simply negligently. The contract-typical, foreseeable damage from breaches of duty by us corresponds to the amount of the remuneration paid by the customer.

11.3 Any further liability for damages, provided for in section 11, is excluded - regardless of the legal nature of the claim asserted.

11.4 As far as the liability for damages towards us is excluded or limited, this also applies with regard to the personal liability of our employees, representatives and vicarious agents.

12. Place of performance, applicable law and place of jurisdiction

12.1 The place of performance for all obligations arising directly or indirectly from the contractual relationship, including the obligation to pay, is Bielefeld.

12.2 Exclusive place of jurisdiction for all disputes arising from or in connection with orders, sales contracts and agreements that are made in accordance with section 1.1. under the application of these general terms and conditions, if the customer,

- a) is a merchant, legal entity under public law or special fund under public law, or
- b) does not have a general domestic place of jurisdiction or
- c) After the conclusion of the contract, his domicile or habitual abode has moved outside of Germany or his domicile or habitual abode is not known at the time the action is brought.

12.3 The law applies exclusively to all business relationships with us of the Federal Republic of Germany. The applicability of the CISG (UN sales law) is expressly excluded.