

# General Terms and Conditions

## of the company 1st Mould GmbH, hereinafter referred to as "the factory"

1. The following general terms and conditions form the basis of all business transactions with the factory. Any other terms and conditions shall only be valid if they have been recognized by the factory in writing.

2. Offers made by the factory are subject to change and are not binding until the factory has issued a written order confirmation. An order shall be deemed to have been accepted if it has been confirmed in writing by the works. Likewise, supplements, amendments or verbal collateral agreements shall require written confirmation from the factory to be effective.

3. Unless otherwise agreed, prices are ex works. We reserve the right to increase prices due to official levies or general cost increases. Shipment shall be at the expense and risk of the customer. The customer shall also bear the risk of shipment in the case of carriage paid shipment. If he wishes a faster method of shipment, he shall bear the additional costs, even if the delivery time is exceeded at short notice. Insurance shall only be taken out at the request of the customer and at the customer's expense.

4. Unless otherwise agreed, payment shall be made within 14 days without deduction. Bills of exchange shall only be accepted if this is stipulated when the order confirmation is issued. A bill of exchange that is not immediately discountable shall not be accepted as a means of payment. Bills of exchange and acceptances shall only be considered as fulfillment when they have been honored. All ancillary costs in this respect shall be borne by the customer. The object of the delivery and its contents shall remain the property of the factory until payment has been received in full. In the case of successive deliveries, this retention of title shall not expire until the customer has paid for all other deliveries. Payment must be made irrespective of receipt of the goods. The retention of payment or the offsetting of any claims of the purchaser is excluded. If the purchaser is in arrears with a payment at a time agreed at the time of purchase, all payment obligations to the factory shall become due immediately, without the need for further proof of default. In the event of default on the part of the purchaser, the usual bank interest shall be charged.

5 The factory reserves the right to deliver in all cases. The delivery dates stated in offers or order confirmations shall be deemed approximate, unless a specific delivery date has been expressly confirmed in writing by the works. In cases of force majeure or conflicting official orders, the works shall be entitled to withdraw from the contract in whole or in part without the customer being entitled to claim compensation for any damages. Non-compliance with confirmed delivery deadlines shall only entitle the customer to withdraw from the contract if he has set the supplier a grace period of at least 4 weeks in writing after expiry of the delivery deadline, threatening to withdraw from the contract. Claims for compensation due to non-fulfillment are excluded. If a delivery period has not been expressly agreed, the factory shall be entitled to demand acceptance of the goods 3 months after the date of order confirmation, subject to a 14-day period, or to withdraw from the contract and claim damages.

6. The works shall be entitled to withdraw from the contract without notice or to change the terms of payment if

- the customer defaults on payment for earlier deliveries, in particular if the bill of exchange submitted by him is protested or if checks are not covered;
- the customer's commercial enterprise is transferred to another party after conclusion of the contract: such a transfer must be reported by the customer without delay.
- the factory becomes aware of adverse circumstances with regard to the solvency of the customer after conclusion of the contract.

7. Partial deliveries and partial invoices are permissible.

8. If the customer does not fully accept a fixed number of units ordered, the factory shall be entitled to charge a surcharge for reduced quantities.

9. Notices of defects of any kind are, unless excluded by these terms and conditions, only legally effective if the goods are inspected by the recipient immediately after receipt at the receiving station and any defects are brought to the attention of the factory in writing within 7 days. In the event of a complaint, samples of the rejected goods must be sent free of charge. If the factory accepts the complaint, it shall take back the delivered goods. It shall not be obliged to pay compensation.

10. The factory shall only provide a warranty for proven processing errors that render the delivered goods unusable. The warranty is limited to the factory supplying a replacement as quickly as possible free of charge. The factory does not guarantee the

suitability of the qualities of the raw material proposed by it for the respective intended use. It refers to the data sheets of the raw material supplier, which will be made available to the customer free of charge on request. The customer shall be responsible for testing the goods for the intended use. Claims for damages caused by delay by the purchaser are excluded, as are claims for shipping costs. The return of defective goods requires the consent of the factory. Otherwise, the customer shall bear all costs arising from the return shipment. The factory shall only accept returned goods in a condition corresponding to the delivery; any liability for damage caused by improper handling after leaving the factory is excluded.

11. Raw parts or other accessories must be delivered to the factory free of charge and expenses. They shall be treated with the necessary care, but no guarantee can be given for the return delivery of the full quantity. Any rejects arising during processing shall be supplied by the customer free of charge. In the event of late or insufficient delivery of raw parts, the customer shall be obliged to reimburse any additional costs incurred as a result. The factory reserves the right to interrupt production in such cases and to resume production at a later date.

12. All plastic injection molded parts ordered have prototype status. The factory assumes no product liability or long-term guarantee.

13. If the works are to supply items according to drawings, models or samples provided to them by the customer, the customer warrants to the works that the manufacture and delivery of the items does not infringe the industrial property rights of third parties. If the plant is prohibited by a third party from manufacturing and supplying items made according to drawings, models and samples of the customer on the basis of an industrial property right belonging to the third party, the plant shall be entitled, without being obliged to examine the legal situation, to discontinue the manufacture and supply and to demand reimbursement of the costs incurred, to the exclusion of all claims for damages by the customer. The customer undertakes to indemnify the works immediately against claims for damages by third parties.

14 Samples or drawings submitted will only be returned on request. If an order is not placed, the factory shall be permitted to destroy samples and drawings 3 months after submission of the offer.

15. Design and other proposals, drafts and drawings produced by the factory shall remain its property and may not be made accessible to third parties, even in part be made accessible to third parties

16. Ownership of order-related prototype injection molding tool inserts shall pass to the customer upon full payment of the agreed price. The handover of the PT tool inserts is replaced by the factory's obligation to store them. After 5 years have elapsed without a subsequent injection molding order, the customer shall be requested by the factory to state whether further storage, transfer or disposal of the PT tool inserts is ordered. The costs incurred for the shipment shall be borne by the customer. The costs for further storage amount to EUR 50 per year. In the event of shipment, the risk is transferred to the transport company upon handover of the PT tool inserts. The factory assumes no liability for the continued dimensional accuracy, surface quality and production capability as soon as the PT tool inserts leave the factory's workshop.

17. Place of performance for all legal transactions for both parties is Pirna (Saxony), place of jurisdiction Dresden.

18. Agreements to the contrary, including those with representatives of the factory, shall only be valid if they have been confirmed in writing in all parts by the factory. The above terms and conditions of sale shall be binding on the customer even if he was aware of them from previous transactions or offers.

19. Data processing: 1st Mould GmbH is entitled to collect, store and process the personal data of the customer required in the context of the business relationship.

20. If one of the above provisions becomes invalid, this shall not affect the validity of the other provisions.