

I: General Terms and Conditions for the Supply of Machines and Spare Parts

For application by Single Temperiertechnik GmbH (hereinafter referred to as "Supplier") concerning:

1. A person who is practising their commercial or independent professional activity (Businessperson) upon the conclusion of this Contract
2. A legal person under public law or a public-law special fund

§1 General

1. All supplies and services of Supplier are subject exclusively to these Terms and Conditions, as well as any other separate contractual arrangements. Other purchasing terms and conditions of Orderer will not become part of this Contract by acceptance of the Contract. A contract shall come about, unless specifically agreed, with the written order confirmation of Supplier.
2. Supplier reserves property rights and copyrights for samples, cost estimates, drawings and other information, material or immaterial, and in electronic form; they may not be made accessible to third parties. Supplier is obliged to only make information and documents identified as confidential by Orderer accessible to third parties with Orderer's permission.
3. The assembly, commissioning and/or technical acceptance (even by third parties) of the products of the Supplier are only included in the indicated purchase price if and to the extent that this is expressly listed by the Supplier in the offer or in the order confirmation, as the case may be.
4. The technical documentation for the products is implemented in accordance with the SINGLE standard. This comprises the technical specifications and the operation manual.
5. An additional documentation that deviates from this (a different format or language) will only be included in the delivery if the Supplier expressly lists this in the offer or in the order confirmation, as the case may be.
6. The products of the Supplier comply with the mandatory, applicable specifications of the European regulations and directives. Other guidelines and standards are only fulfilled to the extent that the Supplier expressly lists these in the offer or in the order confirmation, as the case may be.

§2 Price and Payment

1. Unless specifically agreed, the prices are based on the FCA (in accordance with Incoterms 2010) excluding packaging. The prices are subject to VAT at the respective statutory rate.
2. Unless specifically agreed, payments are to be made without deductions to the account of Supplier, within 14 days of invoicing.
3. Orderer shall only have the right to withhold payments insofar as its counterclaims are undisputed or legally established.
4. Orderer only has the right to offset with counterclaims insofar as they are undisputed or legally established.

§3 Delivery, Delivery Times, Delivery Delays

1. Delivery and service times are approximate. Delivery times are based on the agreements between the contractual parties. Adherence to them by Supplier requires all commercial and technical issues between the contractual parties to be clarified and Orderer to fulfil all the obligations it is subject to, such as the production of necessary official certificates or approval, or the making of a payment. If this is not the case, the delivery time will be extended accordingly. This does not apply if Supplier is at fault for the delay.
2. Observance of delivery times is subject to correct and timely self-delivery. Supplier will notify of anticipated delays as soon as possible.
3. The delivery time will be observed when the delivery object has left Supplier's plant or declared ready for dispatch by the time it expires. If acceptance must take place, the acceptance deadline is decisive – except in the case of justified refusal of acceptance – or alternatively notice of readiness for acceptance.
4. If the delivery or acceptance of the delivery object is delayed for reasons for which Orderer is responsible, Orderer will be charged the costs incurred by the delay, beginning one month after notification of the readiness for dispatch or acceptance. For this purpose, Supplier will charge a flat-rate compensation sum of 3% of the value of the goods for each commenced week, beginning with the notification of readiness for the goods to be dispatched. Proof of greater damages and the legal claims of Supplier shall remain unaffected. Orderer will remain permitted to demonstrate that no damage, or damages

lower than the existing flat rate have been caused.

5. Should Orderer cause the dispatch or acceptance to be delayed, the delivery object will be kept by Supplier at the risk of Orderer. The costs incurred by the delay, in particular the costs of storage, will be charged to Orderer.
6. If failure to adhere to the delivery time can be traced back to force majeure, industrial disputes or other events that are outside of the scope of influence of Supplier, the delivery time will be extended accordingly. Supplier will inform Orderer of the beginning and end of such circumstances as soon as possible.
7. Orderer may withdraw from the Contract without notice if it becomes definitively impossible for Supplier to perform the entire service before the risk is transferred. Orderer may also withdraw from the Contract if part of the delivery becomes impossible in an order, and it has a justified interest in refusing the partial delivery. If this is not the case, Orderer must pay the contractual price applicable to the partial delivery. The same applies for inability of Supplier. Otherwise, §7, Sect. 2 will apply. If the impossibility or inability occurs during the acceptance process, or if Orderer is solely or predominantly responsible for these circumstances, Orderer will be obliged to provide a service in return.
8. If Supplier causes a delay, Orderer must issue a default notice and set a reasonable deadline to provide the service – in consideration of the statutory exceptions for Supplier. If the deadline is not observed, Orderer is entitled to a withdrawal within the framework of the statutory provisions. Orderer is obliged, upon request from Supplier, to declare within an appropriate time period whether it will make use of its right of withdrawal. Further claims resulting from delayed delivery are based solely on §7, Sect. 2 of these Terms and Conditions.
9. Partial deliveries are permitted, if reasonable for Orderer.

§4 Transfer of Risk, Acceptance

Risk shall be transferred to Orderer when the delivery object leaves the plant, and namely when partial deliveries are carried out or Supplier has agreed to provide other services, e.g. shipping costs or delivery and installation. If acceptance must take place, this is decisive

for the transfer of risk. It must be carried out immediately on the acceptance date, or alternatively after notification by Supplier of readiness for acceptance. Orderer may not refuse acceptance in the presence of a non-significant defect.

§5 Retention of Title

1. The subsequently agreed retention of title serves to safeguard all respectively existing current and future claims of Supplier against Orderer resulting from the joint, ongoing business relationship, including this Supply Contract.
2. The goods supplied by Supplier to Orderer will remain the property of Supplier until complete payment of all secured receivables. The goods and the goods replacing them in accordance with the provisions below, covered by the retention of title, are hereinafter referred to as "Conditional Goods".
3. Orderer will keep the Conditional Goods safe for Supplier free of charge.
4. Orderer is entitled to process and sell the Conditional Goods up until the entry of a case of enforcement (Clause 9) in the ordinary course of business. Pledging and chattel mortgaging is not permitted.
5. If the Conditional Goods are processed by Orderer, it is agreed that the processing will be carried out in the name of and for the account of Supplier as manufacturer, and Supplier directly obtains ownership or – if the processing uses materials of multiple owners or the value of the processed item is higher than the value of the Conditional Goods – the co-ownership (fractional ownership) of the newly created item in relation to the value of the Conditional Goods compared to the value of the newly created item. In the event that no such ownership acquisition of Supplier takes place, Orderer will then transfer its future ownership or – in the above-mentioned circumstances – its co-ownership of the newly created object to Supplier as security. If the Conditional Goods are connected with other items to form one uniform item, or inseparably mixed, and if one of the other items can be seen as a main item, Supplier will transfer co-ownership of the uniform item to Orderer, if the main item belongs to it, in the proportion named in Clause 1.
6. In the event of a resale of the Conditional Goods, Orderer will at this point relinquish the resulting receivables from the purchaser to Supplier as collateral – in the event of co-ownership of the Conditional Goods of Supplier, proportionately according to the co-ownership ratio. The same applies for other receivables that take the place of the Conditional Goods or otherwise arise regarding the Conditional

Goods, e.g. insurance claims or claims resulting from unpermitted use in the event of loss or destruction. Supplier revocably authorises Orderer to recover receivables assigned to Supplier in its own name. Supplier may only withdraw this recovery authorisation in a case of enforcement.

7. Should third parties access the Conditional Goods, in particular via garnishment, Orderer will immediately point out the ownership of Supplier and inform Supplier of this, in order for it to assert its ownership rights. If the third party is not able to reimburse Supplier the legal or extrajudicial costs incurred in this regard, Orderer will be liable to reimburse Supplier.
8. Supplier will release the Conditional Goods and any items or receivables appearing in its place if their value exceeds the value of the assured receivables by more than 10%. The right to select the items being subsequently released will remain with Supplier.
9. Should Supplier withdraw from the Contract in the event of conduct by Orderer that is in violation of the Contract – in particular payment default – it is entitled to demand the Conditional Goods.

§6 Claims for Defects

Supplier is liable as follows for material defects and defects of title, with the exclusion of further claims, subject to §7:

Material defects

1. All parts that transpire to be defective due to circumstances existing before the transfer of risk are to be rectified or replaced with no defects, at the discretion of Supplier. The establishment of such defects must be indicated to Supplier immediately in writing. Replaced parts will become the property of Supplier.
2. For the execution of all improvements and replacement deliveries that appear necessary to Supplier, Orderer must provide Supplier with the necessary time and opportunity, upon agreement with the same; otherwise, Supplier is exempt from liability for the resulting consequences. Only in urgent cases of hazards to occupational safety or for the avoidance of unproportionate damage, whereby Supplier must be informed immediately, Orderer will have the right to rectify defects itself or have them rectified by third parties, and request reimbursement of necessary expenses from Supplier.
3. If the objection proves to be justified, Supplier shall bear the direct costs of rectification or replacement delivery, including postage. It shall

also bear any necessary installation and disassembly costs, if this was part of the original service, and the costs of any necessary labour, including travel costs, if this does not cause any disproportionate burden for Supplier.

4. Within the framework of the statutory provisions, Orderer has a right to withdraw from the Contract if Supplier – in consideration of statutory exemptions – has allowed a reasonable deadline set for rectification or replacement delivery due to a material defect to expire unsuccessfully. If there is only a negligible defect, Orderer will only have a right to reduce the Contract price. A negligible defect generally exists if the defect is less than 10% of the value of the goods, unless there is a significant functional impairment. The right to a reduction of the Contract price will remain excluded otherwise.
5. Further claims will solely be based in accordance with §7, Sect. 2 of these Terms and Conditions.
6. No liability is accepted in particular in the following cases: unsuitable or improper use, incorrect assembly or commissioning by Orderer or third parties, natural wear and tear, incorrect or negligent handling, irregular maintenance, unsuitable manufacturing equipment, inadequate construction work, unsuitable building ground, and chemical, electrochemical or electrical influences – if Supplier is not responsible.
7. Should Orderer or a third party carry out improper rectification, Supplier will not be liable for the resulting consequences. The same applies for changes to the delivery object without prior agreement of Supplier.
8. Insignificant modifications, or modifications to our products that are necessary due to technical advancement, in construction, execution or performance that do not adversely affect the function shall remain subject to our catalogue, brochure and/or internet details.

Defects of title

9. If the use of the delivery object leads to the violation of industrial property rights or copyrights domestically, supplier will generally acquire the right to further use for Orderer, at its own expense, or modify the delivery object for Orderer in a reasonable manner, so that the property right violation will cease to exist. If this is not possible under economically appropriate conditions or within an appropriate time limit, Orderer will be entitled to withdraw from the Contract. Under the conditions named, Supplier will also have a right to withdraw from the

Contract. Moreover, Supplier will indemnify Orderer against undisputed or legally established claims of the property right owners concerned. In the case of rights violations by products from other manufacturers supplied to Supplier, at its discretion, its claims against the manufacturer and prior suppliers will be asserted on the account of Orderer or assigned to Orderer. Claims against Supplier will only exist in these cases according to this §6 if the legal assertion of the above-mentioned claims against the manufacturer and prior suppliers were unsuccessful or, due to insolvency for example, are futile.

10. The obligations named in §7, Sect. 9 of Supplier are conclusive for the case of industrial property right or copyright infringement, subject to §7, Sect. 2.

They only exist if

- Orderer informs Supplier immediately of asserted industrial property right or copyright infringements
- Orderer supports Supplier to an appropriate extent in the defence against the asserted claims, or enables Supplier to carry out the modification measures in accordance with §7, Sect. 9
- All defence measures, including extrajudicial rulings, remain reserved for Supplier
- The defect of title is not based on instructions of Orderer
- The violation of rights has not been caused by Orderer making unauthorised changes to the delivery object or using it in any non-contractual manner

11. For violations of industrial property rights or copyrights that are used by Supplier according to Orderer specifications (e.g. labelling for clients), Supplier is not liable; Orderer shall release Supplier from all claims in this regard.

§7 Liability of Supplier, Disclaimer

1. If the delivery object cannot be used by Orderer in accordance with the Contract as a result of suggestions or advice given before or after the conclusion of the Contract being culpably or mistakenly neglected by Supplier, or because of the culpable violation of other contractual ancillary obligations – in particular instructions for maintenance and repair of the delivery item, the regulations of §6 and §7, Sect. 2 will apply, with the exclusion of further claims of Orderer.
2. For damages that have not occurred to the object of delivery itself, Supplier is only liable – regardless of the legal reasons:

- a. in the event of intent
- b. in the event of gross negligence of the owner/management body
- c. in the event of culpable damage to life, body and health
- d. in the event of defects it has fraudulently concealed
- e. within the framework of a guarantee assurance
- f. in the event of defects to the delivery object, if liability exists in accordance with product liability law for personal injury or material damage to privately used objects

In the case of culpable violation of essential contractual obligations, Supplier is also liable in the event of gross negligence of non-managerial employees and for slight negligence, in the latter case limited to damage typical to the Contract that is reasonably foreseeable.

Further claims are excluded.

§8 Limitation Period

All claims of Orderer – for whatever legal reasons – shall expire within 12 months. Statutory time periods apply for compensation claims in accordance with §8, Sect. a-d and f. They only apply for defects in a structure or delivery objects that have been used in accordance with their usual manners of use for a structure, and that have caused it/them to become defective.

§9 Software Use

If software is included in the delivery, Orderer will be granted a non-exclusive right to use the supplied software, including its documentation, in a contractual condition. It will only be consigned for use on the intended delivery object. Use of the software on more than one system is prohibited.

Orderer may only duplicate, rework or translate the software, or convert it from the object code to the source code to the extent legally permitted (§§ 69a et seqq. of the UrhG [German Copyright Law]). Orderer is obliged not to remove manufacturer details – in particular copyright markings – or change them without prior express permission from Supplier.

All other rights to software and the documentation, including copies, will remain with Supplier or the software supplier. The allocation of sublicenses is not permitted.

§10 Cancellation and Changing of Orders

Supplier may demand that the costs of the cancellation of orders by Orderer be reimbursed by way of a flat fee:

- Two days after receipt of the order: 5% of the order value, but minimum 250 EUR
- For material already provided for the execution of the order: 50% of the order value
- For orders already in production: 100% of the order value

Changes to already ongoing orders will be invoiced at cost.

Orderer retains the right to demonstrate that Supplier has been subjected to none or only minimal damage. Supplier is entitled to prove higher damages.

§11 Applicable Law, Place of Jurisdiction

1. For all legal relationships between Supplier and Orderer, the decisive law of the Federal Republic of Germany shall apply, exclusively, for the legal relationships of domestic parties.
2. The competent court for the headquarters of Supplier is the place of jurisdiction. However, Supplier is entitled to file suits at the registered location of Orderer.

II: General Terms and Conditions for the Maintenance and Repair of Machines

Unless specified otherwise in this part of the "General Terms and Conditions for the Repair of Machines", section "I: General Terms and Conditions for the Supply of Machines and Spare Parts" shall apply for maintenance and repair services of Single Temperiertchnik GmbH (hereinafter referred to as "Contractor") provided to the client (hereinafter referred to as "Client") and carried out on machines accordingly.

§1 Conclusion of Contract, Information Obligations, Safety Notifications

1. If there is an uncontradicted written order confirmation of Client, this will be decisive for the content of the Contract and therefore the extent of the repair work.
2. If the object to be repaired is not supplied by Contractor, Client must inform it of existing industrial property rights concerning the item; if Contractor is not responsible, Client will indemnify Contractor against any claims of third parties as a result of industrial property rights.

3. Client must inform Contractor of contamination, any residue in the items to be repaired that could be hazardous to health, and transport risks and other measures relevant to the repair work that must be carried out, in a timely manner and in writing.

§2 Non-feasible Repairs

1. The services provided upon submission of a cost estimate and further incurred and verified expenses (time spent searching for defects equals working hours) will be invoiced to Client if the repair work cannot be carried out for reasons for which Contractor is not responsible, particularly because
 - the defect being complained about did not appear during inspection
 - spare parts cannot be procured,
 - Client has culpably failed to observe the agreed deadline
 - the Contract has been terminated during the execution
2. The object to be repaired only needs to be restored to its original condition upon express request of Client, in return for reimbursement of the costs, unless the work carried out was not necessary.
3. In the case of non-feasible repair work, Contractor will not be liable for damage to the item being repaired, the violation of contractual ancillary obligations and damage that does not occur to the object to be repaired itself, regardless of the legal basis Client refers to. This does not apply if liability is held in accordance with section "I: General Terms and Conditions for the Supply of Machines and Spare Parts", §6 and §7, and this §9.

§3 Cost Estimates and Quotes

1. If possible, the anticipated repair price will be indicated to Client, otherwise Client may set cost limits.
If the repair work cannot be carried out at these costs or if Contractor deems additional work necessary during the execution of the repair work, the consent of Client must be obtained if the costs stated will be exceeded by more than 15%.
2. If a quote with binding prices is requested before the execution of the repair work, this must be expressly requested by Client. Such a quote is only binding, unless agreed otherwise, if it is given in writing. It must be remunerated. The work carried out for the submission of the

quote will not be charged to Client if it can be used in the execution of the repair work.

§4 Price and Payment

1. Contractor is entitled to request a reasonable prepayment upon conclusion of the Contract.
2. When charging for repair work, the prices for used parts, materials and special services, as well as the price for labour, and travel and transport costs will each be indicated separately. If the repair work is carried out based on a binding cost estimate, reference to the cost estimate will be enough, whereby only deviations to the scope of the service must be displayed separately.
3. VAT will be charged at the respective statutory rate, at the expense of Client.
4. Any correction of the invoice by Contractor and objections of Client must take place in writing four weeks after receipt of the invoice at the latest.
5. Payment must be made without discount upon acceptance and issuance, or consignment, of the receipt.
6. Client will only have offsetting or retention rights insofar as its claim is legally established or undisputed.

§5 Involvement and Technical Assistance of Client in Repair Work outside of Contractor's Plant

1. Client must support the repair staff in the execution of the repair work at its own expense. Contractor will appoint a repair manager.
2. Client must take specific measures necessary for the protection of persons and items at the place of repair. Client must also inform the repair manager of existing special safety regulations, if these are of significance for the repair staff. Client will inform Contractor of violations committed by the repair staff of such safety regulations. In the event of serious violations, it may deny the violating party access to the repair site, in consultation with the repair manager.
3. Client is obliged to provide technical assistance at its own expense, and especially to:
 - a) provide the necessary suitable auxiliary personnel in the number required for the repair work and for the time required; the auxiliary staff must follow the instructions of the repair manager. Contractor does not assume any liability for the auxiliary staff. If defects or damage are caused by the auxiliary staff due to instructions of the repair manager, the regulations of section "I:

General Terms and Conditions for the Supply of Machines and Spare Parts", §6 and §7, and this §9 will apply accordingly.

- b) carry out all construction, bedding and scaffolding work, including the provision of the necessary construction materials.
 - c) provide the necessary equipment and heavy tools, as well as the necessary commodity items and materials.
 - d) provide heating, lighting, operating personnel, and water, including the necessary connections.
 - e) provide necessary dry and sealable rooms for the storage of tools for repair staff.
 - f) protect the repair site and materials against damaging influences of any type, and clean the repair site.
 - g) provide suitable theft-proof lounges and work rooms (with heating, lighting, washing facilities and sanitation facilities) and first aid for the repair staff.
 - h) provide materials and carry out all other actions necessary for the adjustment of the item being repaired and the execution of a contractually provided test.
4. The technical assistance of Client must guarantee that the repair work can be started immediately after the arrival of the repair staff and carried out without delay, until acceptance by Client. If specific plans or instructions of Contractor are necessary, Contractor will provide these to Client in due time.
 5. Should Client fail to adhere to its obligations, Contractor will be entitled to set a deadline, but it will not be obliged to carry out the actions incumbent upon Client in its place and at its expense. Otherwise, the statutory rights and claims of Contractor shall remain unaffected.

§6 Transport and Insurance at Contractor's Plant

1. Unless otherwise agreed in writing, the transport and removal of the item to be repaired, including any packaging and loading, carried out upon request from Client, will be performed at its expense, otherwise the item being repaired will be delivered to Contractor at Client's expense and collected again by Client after the execution of the repair work by Contractor.
2. Client will bear the transportation risk.
3. Upon request of Client, the transport there and back will be insured, at the Client's expense, against the insurable transportation risks, such as theft, breakage and fire.
4. There will be no insurance cover during the repair time at Contractor's plant. Client must

ensure the maintenance of the existing insurance cover for the item being repaired, e.g. fire, mains water, storm and machine breakage insurance. Insurance cover for these hazards can only be arranged upon express request of Client and at its own expense.

5. In the event of a delay in transfer on the part of Client, Contractor may charge a storage fee for storage at its plant. The item being repaired may also be stored otherwise, at the discretion of contractor. The costs and risks of storage will be borne by Client.

§7 Repair Times, Repair Delays

1. Statements about repair times are based on estimations and are therefore not binding.
2. The agreement of a binding repair time, which must be marked as binding, can only be requested by Client if the extent of the work is set specifically.
3. The binding repair time will be observed if, by its expiration, the item to be repaired is ready for transfer by Client, or in the case of a contractually scheduled test, ready for its execution.
4. In the case of additional and extended orders, or necessary additional repair work, the agreed repair deadline will be extended accordingly.
5. Should the repair work be delayed by measures in the course of industrial disputes, in particular strikes and lockouts, and the occurrence of circumstances for which Contractor is not at fault, an appropriate extension of the repair time shall be given, if such hindrances will demonstrably have a considerable influence on the completion of the repair work.

§8 Acceptance

1. Client is obliged to accept the repair work as soon as its completion is displayed to it and any contractually scheduled testing of the item to be repaired has taken place. Should the repair work prove to be not in accordance with the Contract, Contractor will be obliged to rectify the defect. This does not apply if the defect is not significant to the interests of Client or is based on a circumstance for which Client is responsible. If a significant defect does not exist, Client cannot refuse acceptance.
2. Should acceptance be delayed through no fault of Contractor, the acceptance will be deemed carried out once two weeks have passed since the completion of the repair work was stated.
3. With the acceptance, the liability of Contractor

for recognisable defects shall become invalid, if Client has not reserved the right to assert a certain defect.

§9 Defects and Liability

1. After approval of the repair work, Contractor will be liable for repair defects, with the exclusion of all other claims of Client, notwithstanding Sections 5 and 6, and section "I: General Terms and Conditions for the Supply of Machines and Spare Parts", §7, Sect. 2 of these Terms and Conditions, in such a way that it must rectify the defects. Client must inform Contractor of discovered defects immediately in writing.
2. There shall be no liability of Contractor if the defect is not significant to the interests of Client, or is due to circumstances for which Client is responsible. This applies in particular with regard to parts provided by Client.
3. In the event of any changes or repair work carried out by Client or third parties improperly or without prior permission from Contractor, the liability of Contractor for the resulting consequences will become void. Only in urgent cases of danger to occupational safety and for the prevention of disproportionately high damage, whereby Contractor must be informed immediately, or if Contractor has allowed a deadline to expire unsuccessfully, in consideration of the statutory exceptions, Client will have the right within the framework of statutory provisions to rectify the defects itself or have them rectified by a third party, and demand reimbursement for the necessary costs from Contractor.
4. In the case of justified objection, Contractor shall bear the direct costs incurred for the defect rectification, if this does not result in any disproportionate burden for Contractor.
5. If Contractor – in consideration of the statutory exemptions – allows an appropriate deadline set for it to rectify a defect to expire unsuccessfully, Client will have a right to a reduction, within the framework of the statutory provisions. Only if the repair is demonstrably not in the interests of Client despite the reduction, can Client withdraw from the Contract.
6. Further claims shall be based exclusively on section "I: General Terms and Conditions for the Supply of Machines and Spare Parts", §7, Sect. of these Terms and Conditions.
7. In addition to the section "I: General Terms and Conditions for the Supply of Machines and

Spare Parts”, §7:

If parts of the item to be repaired become damaged and Contractor is at fault, Contractor must, at its discretion and at its own expense, carry out repair work, provide new parts or pay compensation. The costs incurred for this purpose are limited, in the case of slight negligence and gross negligence of non-managerial employees, to the level of the contractual repair price. Moreover, for damage to the item to be repaired, liability exists in accordance with section “I: General Terms and Conditions for the Supply of Machines and Spare Parts”, §7, Sect.

§10 Provision of Compensation by Client

If, during repair work outside of Contractor’s plant, the equipment or tools provided by Contractor are damaged at the repair site or lost and Contractor is not at fault, Client will be obliged to provide compensation for these damages. Damages that can be traced back to normal wear and tear will not be taken into consideration.

Hochdorf, 27th October 2017