

## GENERAL TERMS AND CONDITIONS OF SALES OF STRUKTURMETALL RELATING TO THE DELIVERY OF GOODS AND PROVISION OF SERVICES

### Article 1. Definitions

Within the meaning of these General Terms and Conditions of Sales:

**STRUKTURMETALL:** Is the Gesellschaft mit beschränkter Haftung according to German law Strukturmetall GmbH & Co. KG (with its registered office in Bretzfeld, registered in the Commercial Register A of the Amtsgericht (Local Court) Stuttgart under HRA 580774).

**General Terms and Conditions of Sales:** The present General Terms and Conditions of Sales of STRUKTURMETALL for the delivery of Goods and provision of Services.

**Services:** Services that consist in the provision of Services, the production of a physical work, the safekeeping of objects, the delivery of works or the transportation by themselves or third parties, of persons or objects.

**Goods:** Moveable objects, immovable objects, software and property rights.

**Purchaser:** The Party to which STRUKTURMETALL delivers Goods and/or STRUKTURMETALL provides Services for, or has agreed with STRUKTURMETALL, to do so.

**Parties:** STRUKTURMETALL and the Purchaser.

**In Writing:** any form of communication by postal service, by e-mail or in any other form of electronic data transfer.

**Offer:** A document drawn up by STRUKTURMETALL at the request of the Purchaser containing a specified quotation for a proposed Contract.

**Order:** A written Order for Goods and/or Services placed with STRUKTURMETALL by the Purchaser.

**Contract:** Agreements In Writing between STRUKTURMETALL and the Purchaser concerning the sale of Goods and/or Services provided by STRUKTURMETALL as well as all related legal transactions and other acts.

**Force Majeure:** Any default caused by circumstances which cannot reasonably be controlled, foreseen or avoided by the defaulting Party and which make it impossible for that Party to perform its obligations under the Contract. In any event, this includes defects due to power failure, disruption of telecommunication services, cybercrime, fire, import and export restrictions, strikes, machine breakdown, operational disruptions or deficiencies in performance on the part of suppliers or other third parties, illness of personnel, lack of personnel, unavailability, shortage, late

delivery or unsuitability of raw materials and materials, irrespective of the reason. However, defects in the performance of the obligations of a third party commissioned by the Purchaser shall not be deemed to be Force Majeure.

### Article 2. General provisions

- 2.1 The General Terms and Conditions of Sales shall apply to all enquiries, Offers, quotations, purchase orders and their confirmations, Orders, order confirmation, Contracts and all other legal transactions in connection with the delivery of Goods and/or the provision of Services.
- 2.2 The applicability of any general terms and conditions applied by the Purchaser shall expressly be excluded by STRUKTURMETALL.
- 2.3 Deviations from the General Terms and Conditions of Sales require express written agreement and apply only to the Contract in question. If applicable, these General Terms and Conditions of Sales shall retain supplementary effect. If applicable, these General Terms and Conditions of Sales shall retain supplementary effect.

### Article 3. Formation and amendments of Contracts

- 3.1 All quotations, Offers and other communications from STRUKTURMETALL relating to the Goods or Services are without engagement and shall not give rise to any obligations on the part of STRUKTURMETALL. All data such as dimensions, weights, illustrations, descriptions, calculations, assembly sketches, drawings in sample books, catalogues, price lists, sales literature and other documents and software are only approximate, but determined to the best of our ability, but are non-binding for STRUKTURMETALL in this respect. Grades and dimensions are determined according to the agreements. Agreements by spoken word, Contracts, supplements and amendments to a Contract between the Parties are only binding for STRUKTURMETALL if they have been confirmed In Writing by STRUKTURMETALL. In case of contradictions between an Order placed by the Purchaser and the confirmation issued by STRUKTURMETALL, only the confirmation by STRUKTURMETALL shall be binding.
- 3.2 The Contract is concluded when STRUKTURMETALL accepts the Order In Writing or executes the same.
- 3.3 The Purchaser shall not be entitled to change an Order placed by him after the Contract has been concluded. A change that is not confirmed in Writing by STRUKTURMETALL is equivalent to a cancellation of the purchase order.
- 3.4 In the event of cancellation of an Order for standard/assortment products by the Purchaser for which the Purchaser is responsible,

STRUKTURMETALL shall be entitled to a cancellation fee in the amount of 30% of the net sales price agreed for the Order. In the event of cancellation of an Order for customised products by the Purchaser for which the Purchaser is responsible, STRUKTURMETALL shall be entitled to a cancellation fee in the amount of 75% of the net sales price agreed for the Order. This provision shall not affect STRUKTURMETALL's claim for compensation for the actual damage incurred or for performance of the Contract, for example if the Goods or Services were procured elsewhere, but the contractual penalty shall be offset against a claim for damages. The Purchaser shall have the option of proving to STRUKTURMETALL that no damage or significantly less damage has been incurred.

#### **Article 4. Prices and payment**

- 4.1 All agreed prices are to be understood in Euros.
- 4.2 Price quotations are submitted on the basis of the data provided by the Purchaser and are only valid insofar as they are up-to-date, correct and complete.
- 4.3 The prices stated in price quotations are always - unless expressly agreed otherwise in advance - net sales prices excluding taxes to which the Goods and/or Services are subject or which are levied on them, documentation, packaging material, packing and shipping and/or costs (transport, insurance, customs duties, permit costs for import and export, etc.).
- 4.4 The delivery of modified or supplementary Goods or Services shall result in a claim for an additional price at the expense of the Purchaser at the sales prices (Goods) and direct labour prices (Services) applicable at STRUKTURMETALL at the time in question.
- 4.5 In the event that after conclusion of the Contract the net purchase prices to be paid by STRUKTURMETALL for the materials required or used for the manufacture of the Goods increase by more than 5%, STRUKTURMETALL shall have the right to pass on the price increase to the Purchaser. In the event of price increases of more than 10%, the Parties undertake to enter into supplementary contractual negotiations in order to bring about an appropriate adjustment of the agreed prices. If the Parties cannot agree on an appropriate adjustment of the price, each Party shall be entitled to withdraw from the Contract
- 4.6 The Purchaser accepts electronic invoices for Goods and Services. Invoices are payable at the registered office of STRUKTURMETALL. Unless otherwise agreed, the payment period shall be fifteen (15) days after receipt of the invoice. Any complaints about invoices must be received within the payment deadline; otherwise, they can no longer be asserted. If an invoice is not paid on time, all outstanding invoices shall become due immediately.
- 4.7 If an agreed payment deadline is exceeded, the Purchaser is in default without the need for an express notice of default. The Purchaser shall owe default interest on the outstanding invoice amount at a rate of 9 percentage points above the respective base interest rate until full settlement, plus compensation for the costs of out-of-court collection in the amount of 10% of the invoice amount, but no less than Euros 40.00. The right to claim further damages shall expressly be reserved.
- 4.8 If the Purchaser fails to perform any obligation under the Contract or the General Terms and Conditions of Sales, or fails to perform them in full, STRUKTURMETALL shall be entitled to suspend its own obligations under the Contract until the Purchaser has performed its obligations, plus a reasonable reorganisation period and without prejudice to any other remedies available to STRUKTURMETALL.
- 4.9 STRUKTURMETALL is entitled at any time to set off claims of the Purchaser against its own claims which STRUKTURMETALL or a company affiliated with STRUKTURMETALL has against the Purchaser or a company affiliated with the Purchaser, for any reasons whatsoever. The Purchaser can only offset counterclaims of STRUKTURMETALL or assert a right of retention if his counterclaim has been legally established or is undisputed.

#### **Article 5. Delivery, transfer of risk**

- 5.1 By handing over the Goods to the carrier, freight forwarder or with the loading onto a vehicle of STRUKTURMETALL, but at the latest with the leaving of the factory or warehouse, the risk is transferred to the Purchaser. The transfer of risk occurs regardless of whether partial deliveries exist or STRUKTURMETALL has assumed further Services, such as the shipping costs, etc. Transport insurance shall only be taken out at the express request of the Purchaser and at the Purchaser's expense. Irrespective of this, the Purchaser must immediately document any transport damage and notify the carrier, freight forwarder or forwarding agent as well as STRUKTURMETALL.
- 5.2 Delivery periods are approximate unless a delivery period designated as "binding delivery period" has been expressly agreed in Writing. The delivery obligation of STRUKTURMETALL is subject to correct and punctual self-delivery,

unless the untimely or delayed self-delivery is the fault of STRUKTURMETALL. A delivery period shall in any case only commence when STRUKTURMETALL has received all the information necessary to execute an Order and when any agreed down payment has been received. Decisive for the timeliness of the delivery is the time at which the Goods are handed over to the carrier or loaded onto a vehicle of STRUKTURMETALL or the time of readiness for dispatch, insofar as the dispatch or delivery of the Goods is delayed by circumstances for which the Purchaser is responsible. In the event of subsequent changes to the Contract which are agreed on the initiative of the Purchaser and which affect the delivery time, the latter shall be extended to a reasonable extent. Partial deliveries and partial services by STRUKTURMETALL are permitted, provided that these are not unreasonable for the Purchaser. The delivered quantity of Goods may have a tolerance of 10% upwards and downwards without the Purchaser having any claim arising from this – apart from offsetting the price difference. Customary excess and short deliveries of the agreed quantity are permitted.

- 5.3 As soon as the Goods are ready for collection by the Purchaser and STRUKTURMETALL has informed the Purchaser of this, the Purchaser is obliged to take delivery of the Goods without delay. A breach of this obligation entitles STRUKTURMETALL to store or keep the Goods in stock at the Purchaser's expense and risk and to invoice the Purchaser; the other rights of STRUKTURMETALL shall remain unaffected. In this case, the Purchaser cannot refuse payment of the purchase price due to lack of delivery. If the shipment is delayed due to circumstances for which the Purchaser is responsible, the risk shall pass to the Purchaser upon notification that the Goods are ready for shipment or collection.
- 5.4 STRUKTURMETALL shall not be liable for impossibility of delivery or for delays in delivery insofar as these have been caused by Force Majeure or other events not foreseeable at the time of conclusion of the Contract (e.g. operational disruptions of all kinds, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, deficiencies in official permits, official measures or the failure to deliver, incorrect delivery or late delivery by suppliers) for which STRUKTURMETALL is not responsible. Insofar as such events make the delivery or performance considerably more difficult or impossible for STRUKTURMETALL and the hindrance is not only of temporary duration, STRUKTURMETALL shall be entitled to

withdraw from the Contract. In the event of obstacles of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the obstacle plus a reasonable start-up period. If the Purchaser cannot reasonably be expected to accept the delivery or Services in the course of the delay, he can withdraw from the Contract by immediate declaration to STRUKTURMETALL.

- 5.5 The weighing carried out by STRUKTURMETALL or – at the discretion of STRUKTURMETALL – by its supplier shall be decisive for the weights. Proof of weight shall be provided by presentation of the weighing slip. As far as permitted by law, the weights can alternatively – at the discretion of STRUKTURMETALL – also be determined without weighing according to DIN and EN standards ("theoretical weight"). The surcharges and discounts (commercial weights) customary in the steel trade in the Federal Republic of Germany shall remain unaffected. In the case of Goods invoiced by weight, the number of pieces, bundles, etc. stated in the dispatch note or in the invoice shall not be binding. The number of units, bundles, etc. stated in the dispatch note or invoice are not binding for Goods invoiced by weight. Unless individual weighing is customary, the total weight of the consignment shall apply in each case. Differences compared to the calculated individual weights shall be distributed proportionately among them.

#### **Article 6. Retention of title**

- 6.1 The retention of title agreed below serves to secure all respectively existing current and future claims of STRUKTURMETALL against the Purchaser arising from the delivery relationship existing between the Parties.
- 6.2 The Goods delivered by STRUKTURMETALL to the Purchaser remain the property of STRUKTURMETALL until full payment of all secured claims. The Goods as well as the Goods covered by the retention of title taking their place according to the following provisions are hereinafter referred to as "Goods subject to retention of title". If the Purchaser has intended the Goods for shipment abroad, he must inform STRUKTURMETALL of this without delay and, at the request of STRUKTURMETALL, grant the latter a security interest, which comes closest to the contractually agreed retention of title in compliance with the legal system of the destination country.

- 6.3 The Purchaser shall store the Goods subject to retention of title free of charge for STRUKTURMETALL.
- 6.4 The Purchaser shall be entitled to process and sell the Goods subject to retention of title in the ordinary course of business until the event of realisation (Clause 6.9). Pledges and transfers of ownership by way of security are not permitted.
- 6.5 If the Goods subject to retention of title by the Purchaser, it is agreed that the processing is carried out in the name and for the account of STRUKTURMETALL as manufacturer and STRUKTURMETALL acquires direct ownership or – if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the Goods subject to retention of title – co-ownership (fractional ownership) of the newly created item in the ratio of the value of the Goods subject to retention of title to the value of the newly created item. In the event that no such acquisition of ownership should occur at STRUKTURMETALL, the Purchaser already now transfers his future ownership or – in the above-mentioned ratio – co-ownership of the newly created item as security to STRUKTURMETALL. If the Goods subject to retention of title are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, STRUKTURMETALL shall, insofar as the main item belongs to it, transfer to the Purchaser pro rata co-ownership of the uniform item in the ratio specified in sentence 1.
- 6.6 In the event of the resale of the Goods subject to retention of title, the Purchaser hereby assigns to STRUKTURMETALL by way of security the resulting claim against the purchaser – co-ownership of STRUKTURMETALL in the reserved goods proportionately according to its co-ownership share - to STRUKTURMETALL as a security. The same applies to other claims that take the place of the Goods subject to retention of title or otherwise arise with regard to the Goods subject to retention of title, such as insurance claims or claims in tort in the event of loss or destruction. STRUKTURMETALL revocably authorises the Purchaser to collect the claims assigned to STRUKTURMETALL in his own name. STRUKTURMETALL may only revoke this direct debit authorisation in case of utilisation. The Purchaser is not authorised to assign the receivables, including the sale of receivables to factoring banks – subject to § 3GPP HGB – without the prior consent of STRUKTURMETALL. STRUKTURMETALL

gives its consent to a sale of receivables to a factoring bank without the possibility of charge back (genuine factoring) under the condition precedent that the Purchaser immediately forwards the payments made to him by the factoring bank to STRUKTURMETALL.

- 6.7 If third parties access the Goods subject to retention of title, particularly through seizure, the Purchaser shall immediately inform them of STRUKTURMETALL's ownership and inform STRUKTURMETALL of this, handing over the documents necessary for an intervention, in order to enable STRUKTURMETALL to enforce its ownership rights. If the third party is not in a position to reimburse STRUKTURMETALL for the court and out-of-court costs incurred in this connection, the Purchaser shall be liable to STRUKTURMETALL for this.
- 6.8 STRUKTURMETALL shall release the Goods subject to retention of title as well as the items or claims replacing them, insofar as their value exceeds the amount of the secured claims by more than 20%. The selection of the items to be released thereafter is at STRUKTURMETALL's discretion.
- 6.9 If STRUKTURMETALL withdraws from the Contract in the event of behaviour contrary to the Contract on the part of the Purchaser – in particular default of payment – (case of utilisation), STRUKTURMETALL shall be entitled to demand the return of the Goods subject to retention of title. At the request of STRUKTURMETALL, the Purchaser shall immediately name those customers to whom the Goods subject to retention of title have been sold, unless they have already been paid for in full.

#### **Article 7. Packaging**

- 7.1 Unless otherwise agreed In Writing, the Goods shall be packed in accordance with STRUKTURMETALL's usual guidelines.
- 7.2 Unless otherwise agreed In Writing, STRUKTURMETALL shall enclose a packing slip with each delivery containing the following information: (i) the complete purchase order number; (ii) the item number, quantity and description for each item; and (iii) if indicated, the part number.

#### **Article 8. Warranty and guarantee**

- 8.1 The Goods delivered by STRUKTURMETALL must comply with the specifications agreed In Writing. STRUKTURMETALL shall not provide any warranty and guarantee, according to which the Goods must be suitable for usual use, nor present a usual quality. The Purchaser cannot

- derive any rights from any illustrations, descriptions and information on the price, dimensions, weight and properties of the Goods in price lists, on websites or in other general publications issued by STRUKTURMETALL or third parties. STRUKTURMETALL shall not accept any responsibility for the suitability of the Goods supplied for any purpose for which the Purchaser intends to use, work or process them, unless STRUKTURMETALL has expressly confirmed In Writing to the Purchaser their suitability for that purpose. Minor deviations and differences in quality, colour, dimensions, weight or processing that are customary in the industry or technically unavoidable at reasonable discretion do not constitute a defect. Samples are exclusively of an exemplary nature.
- 8.2 No guarantees are given by STRUKTURMETALL unless expressly agreed otherwise In Writing.
- 8.3 The Purchaser shall check the delivered Goods immediately after delivery for any deviations from the agreements. Any defects must be noted on the consignment note or delivery note. Furthermore, such defects as well as any other defects visible upon delivery must be reported to STRUKTURMETALL In Writing without delay, at the latest within seven working days after delivery. Hidden defects shall be notified by the Purchaser to STRUKTURMETALL In Writing without delay, at the latest within seven working days after he has discovered them or should have discovered them. In all other matters § 377 German Commercial Code (HGB) shall apply.
- 8.4 If there is a defect or a warranty case (Clause 8.2), STRUKTURMETALL has the choice to (1) replace the defective or deviating Goods (subsequent delivery) or (2) repair or modify the defective or deviating Goods free of charge (rectification). The costs of subsequent performance shall be borne by STRUKTURMETALL insofar as these are not increased by the fact that the delivery item has been taken to a place other than that contractually intended after delivery or the rectification of defects is made more difficult by changes to the Goods by the Purchaser or third parties. The mere provision of subsequent performance work by STRUKTURMETALL does not constitute an acknowledgement of the defect claimed by the Purchaser, irrespective of the scope of the Services. Only the legal representatives of STRUKTURMETALL and their authorised signatories are authorised to issue an acknowledgement.
- 8.5 The Purchaser shall no longer be entitled to claim any defect or warranty claim (Clause 8.2) in the Goods if the Purchaser has not notified STRUKTURMETALL of such defect or warranty claim within the applicable warranty period or in accordance with the foregoing provisions of this Clause 8 or has not taken delivery of the Goods as free from defects.
- 8.6 The Purchaser is obliged to keep defective Goods available for STRUKTURMETALL and to offer STRUKTURMETALL the opportunity to inspect these Goods. A complaint does not entitle the Purchaser to suspend his payment obligation.
- 8.7 If the execution of the Contract takes place in the form of a chain transaction, the Purchaser shall instruct the recipient of the performance within the meaning of Clause 8.3. The Purchaser shall immediately notify STRUKTURMETALL In Writing of the defect within the period specified in Clause 8.3. If the Purchaser violates this obligation, his warranty rights shall be forfeited completely, unless STRUKTURMETALL is liable according to Art. 10.
- 8.8 In the event of a withdrawal by the Purchaser, he shall be liable for deterioration, destruction and non-extracted benefits not only for the Purchaser's own due diligence, but also for any fault on the part of the Purchaser.
- 8.9 If complaints by the Purchaser prove to be unjustified through no fault of STRUKTURMETALL, the Purchaser is obliged to reimburse STRUKTURMETALL for the costs incurred for the purpose of the alleged supplementary performance, which STRUKTURMETALL could consider necessary according to the information provided by the Purchaser. The price for labour and material shall be based on STRUKTURMETALL's list prices valid at the time of expenditure and, in the absence of such list prices, on a reasonable price.

#### **Article 9. Secrecy**

- 9.1 The Purchaser shall keep secret the existence, nature and content of the Contract and any other operational information which comes to its knowledge in the course of acquiring Goods and/or Services from STRUKTURMETALL and the confidentiality of which should reasonably be known to it, and shall thus not disclose it to any third party without prior written consent of STRUKTURMETALL. Confidential information shall be in any case – but not exclusively – prices applied by STRUKTURMETALL, commercial agreements made between the Parties and operational information in the broadest sense of STRUKTURMETALL or its customers.
- 9.2 The Purchaser shall be obliged to impose the obligation of confidentiality as referred to in this Article on its employees/workers and third parties who necessarily gain or have knowledge of the information as referred to in paragraph 1 of this article and to ensure compliance with this obligation by such employees/workers and third parties.

- 9.3 The confidentiality obligation within the meaning of this Article shall not apply if and to the extent that an obligation to disclose exists by virtue of law, a court decision or a ruling of a supervisory or other authority, whereby the Purchaser must agree the manner of disclosure with STRUKTURMETALL in advance and limit the disclosure to the part of the information to which the Purchaser's obligation to disclose extends.
- 9.4 In the event of any non-fulfilment of the obligations under this Article, STRUKTURMETALL shall have the right to terminate the Contract with immediate effect without being liable to pay damages to the Purchaser. In addition, the Purchaser shall owe a reasonable contractual penalty for each culpable breach, the amount of which shall be determined by STRUKTURMETALL at its reasonable discretion and may be reviewed by the competent court in the event of a dispute. The right to claim further damages shall remain unaffected. In this case, the contractual penalty shall be offset against the damages.

#### **Article 10. Liability and limitation of action**

- 10.1 Claims for damages and reimbursement of expenses by the Purchaser (hereinafter referred to as "claims for damages"), regardless of the legal basis, in particular due to breach of duties arising from the contractual obligation and from tort, are excluded.
- 10.2 This shall not apply if liability is mandatory, e.g. under the Product Liability Act. Furthermore, this shall not apply to claims for damages due to injury to life, limb or health and to claims for damages due to the breach of essential contractual obligations. Essential contractual obligations are such obligations fulfilment of which is necessary to achieve the objective of the Contract, for example the faultless delivery of the object of purchase. In the event of a violation of essential contractual obligations, liability shall, however, be limited to the foreseeable damage typical of the Contract.
- 10.3 Furthermore, the exclusion of liability does not apply to claims for damages, which are based on an intentional or grossly negligent breach of duty by STRUKTURMETALL, its legal representative or its vicarious agents.
- 10.4 Claims of the Purchaser against STRUKTURMETALL become statute-barred within one year of their arising. Notwithstanding the foregoing, the statutory limitation periods shall apply if and to the extent that (i) the Purchaser has claims for damages under the provisions of Clauses 10.2 and 10.3, (ii) the Purchaser's claim is based on § 478 or §§ 651,

478 of the German Civil Code (BGB), (iii) claims for defects are based on a right in rem of a third party on the basis of which the surrender of the purchased item can be demanded, or (iv) claims for defects are based in another right that is registered in the land register.

- 10.5 The Purchaser shall indemnify STRUKTURMETALL against all claims for damages and shall compensate STRUKTURMETALL for all damages incurred by STRUKTURMETALL or third parties as a result of a culpable breach of the contractual obligations, a tortious act or any other legal cause of action on the part of the Purchaser, its personnel or third parties engaged by the Purchaser in the performance of the Contract.
- 10.6 The Purchaser shall indemnify STRUKTURMETALL against all financial consequences of claims by third parties in any connection with the performance of its obligations under the Contract.
- 10.7 If a third party asserts claims, which conflict with the exercise of the right of use granted to the Purchaser under the Contract, the Purchaser shall immediately inform STRUKTURMETALL In Writing and in full. He already now authorises STRUKTURMETALL to conduct the dispute with the third party in and out of court alone. If STRUKTURMETALL makes use of this authorisation at its discretion, the Purchaser may not acknowledge the claims of the third party without the consent of STRUKTURMETALL. STRUKTURMETALL shall be obliged to defend the claims at its own expense and to indemnify the Purchaser from all costs and damages associated with the defence against claims, insofar as these are not based on conduct of the Purchaser in breach of duty.

#### **Article 11. Termination**

- 11.1 If and to the extent to which a Party fails to perform or improperly performs any obligation under or in connection with the Contract and does not remedy such failure within 15 working days after a notice of default sent by registered mail, the other Party shall be entitled to terminate the Contract with immediate effect and without a new notice of default, without the terminating Party being obliged to pay any damages.
- 11.2 The contracting Parties are entitled to terminate the Contract with immediate effect and without prior notice of default in the following cases, without the terminating Party being obliged to pay any compensation:
- (i) insolvency or file for insolvency of the other Party;

- (ii) official order of support or asset management for the other Party;
- (iii) sale or termination of the business of the other Party;
- (iv) revocation of approvals of the other Party, which are necessary for the execution of the Contract;
- (v) attachment of a significant part of the other Party's operating resources.
- (vi) if a change of control (more than 50% of the shares) or any other takeover of control by a third party takes place at the other Party.

11.3 STRUKTURMETALL shall be entitled to terminate the Contract with immediate effect and without prior notice of default as soon as STRUKTURMETALL's credit insurance no longer provides full cover for the Purchaser.

11.4 In the event of Force Majeure on the part of one of the Parties, the performance of the Contract shall be suspended in whole or in part for as long as the Force Majeure continues, without the Parties being liable to each other for damages. The Party wishing to assert Force Majeure shall notify the other Party In Writing without undue delay and in any event within three (3) working days after the situation of Force Majeure arising, setting out the nature of the Force Majeure, the manner in which the Force Majeure renders the performance of the Contract impossible, the expected duration of the Contract, the situation of Force Majeure and the measures that this Party intends to take to avoid or limit damage caused by the Force Majeure, failing which the right to claim Force Majeure shall expire. If the Force Majeure condition lasts longer than thirty (30) days, the other Party shall be entitled to terminate the Contract with immediate effect In Writing without any right to compensation arising therefrom.

#### **Article 12. Intellectual Property**

12.1 Drawings, illustrations and calculations that STRUKTURMETALL makes available to the Purchaser within the scope of the Contract shall remain the property of STRUKTURMETALL or its customers and may only be used by the Purchaser for the execution of the Contract. After expiry of the Contract, the relevant documents and information shall be returned to STRUKTURMETALL at first request.

12.2 STRUKTURMETALL shall be entitled to intellectual property rights arising from the execution of the Contract. If the intellectual property rights belong to the Purchaser by operation of law, the Purchaser shall transfer them in advance to STRUKTURMETALL; the Purchaser shall cooperate in this transfer to the extent necessary and shall furthermore grant STRUKTURMETALL a power of attorney in

advance enabling STRUKTURMETALL to do everything necessary to become the owner of the intellectual property rights. To the extent legally permissible, the Purchaser waives any personal rights remaining with him. To the extent that a waiver is not legally permissible, the Purchaser grants a free, indefinite, transferable and worldwide licence.

#### **Article 13. Data protection**

If and to the extent to which personal data are transmitted in the course of the execution of the Contract, they will be processed by the Parties carefully, confidentially and in accordance with the General Data Protection Regulation.

#### **Article 14. Other provisions**

14.1 The Purchaser shall neither transfer nor assign its rights and obligations under the Contract in whole or in part to any third party without the prior written consent of STRUKTURMETALL.

14.2 STRUKTURMETALL shall be entitled to unilaterally amend or supplement these General Terms and Conditions of Sales.

STRUKTURMETALL shall notify the Purchaser of any amendment to these General Terms and Conditions of Sales. The amended General Terms and Conditions of Sales shall automatically apply to the next purchase order unless the Purchaser objects immediately after becoming aware of the amendments.

14.3 To the extent that one or more provisions of these General Terms and Conditions of Sales are or become invalid, the Parties shall agree on one or more replacement provisions, which (in economic terms) take into account the original provision(s) as far as possible. The other provisions of the General Terms and Conditions of Sales shall remain in full force and effect and shall not be affected by the invalidity of the other provisions.

#### **Article 15. Governing law and jurisdiction**

15.1 German law shall apply to all enquiries, Offers, quotations, purchase orders and their confirmations, Orders, order confirmations, Contracts and other legal transactions in connection with the delivery of Goods and/or the provision of Services subject to these General Terms and Conditions of Sales. The application of foreign legal provisions and treaties, such as the United Nations Convention on Contracts for the International Sale of Goods (*UN CISG*) as well as any existing or future international regulation concerning the purchase of movable Goods, the application of which the parties may exclude, is expressly excluded.

15.2 The place of jurisdiction for all disputes arising between STRUKTURMETALL and the

Purchaser on the occasion of the Offer, the purchase order, the Contract or any individual Contracts based thereon, other legal transactions and other acts to which these General Terms and Conditions of Sales apply, is Bretzfeld. However, STRUKTURMETALL shall also be entitled to bring action against the Purchaser at his general place of jurisdiction.