

## Section 1 – Scope

1. The following general terms and conditions regulate the sale organized by Crystec Technology Trading GmbH, hereinafter referred to as seller, and you, hereinafter referred to as purchaser, in the currently valid version.
2. Seller's deliveries, performances and bids are based exclusively on these Terms, which consequently also apply for all future business relations, even if they are not explicitly agreed again. A confirmation to the contrary by purchaser with reference to the latter's own terms of business and/or purchase is herewith rejected.
3. Any divergences from the present Term shall only be valid if confirmed in writing by seller.

## Section 2 - Bid and conclusion of contract

1. Seller's bids are not binding and subject to change. Declarations of acceptance and all orders shall only be valid if confirmed by seller in written form. The same shall also apply for any supplements, amendments and subsidiary agreements.
2. Drawings, illustrations, dimensions, weights and other performance data shall only be binding if this is explicitly agreed in written form.

## Section 3 - Provided Documents

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

## Section 4 – Prices

1. Unless specified otherwise, seller's quoted prices shall remain binding for 30 days as from the date of quotation. However, if the costs for seller's performances increase after conclusion of the contract on account of higher freight charges, taxes or other state taxes, packaging prices or insurance premiums including the risk of war, strike, riot and civil commotions, seller shall be entitled to adjust prices accordingly within a period of 30 days. All prices are quoted exclusive of the statutory value-added tax. Additional deliveries and performances shall be charged separately.
2. Unless agreed otherwise, prices are quoted FOB warehouse (place), including normal packaging.

## Section 5 - Period for delivery and performance

1. Delivery dates and periods may be binding or non-binding as agreed, but shall only be valid if specified in written form.
2. Seller shall not be responsible for delivery and performance delays due to Acts of God and events making it immensely difficult or impossible for seller to deliver, including strikes, lockouts, official directions, wars, or pandemic situations etc., including those suffered by seller's suppliers and their suppliers, even if binding periods and dates have been agreed. In such cases, seller shall be entitled to postpone delivery and/or performance for the duration of the obstruction plus a reasonable start-up period or to withdraw from all or part of the contract with regard to the outstanding part.
3. If the obstruction continues for more than three months, purchaser shall be entitled to withdraw from the contract with regard to the outstanding part, after setting a due period of grace. Purchaser shall not be entitled to claim any damages if the delivery period is prolonged or if seller is relieved of his obligation. Seller may only cite the above circumstances if purchaser has been informed of them without delay.
4. Seller shall be entitled to make partial deliveries and partial performances at any time.

## Section 6 - Transfer of risk

1. The risk shall pass to purchaser as soon as the shipment has been handed over to the person responsible for transport or has left seller's warehouse for shipment. If shipment is impossible for reasons beyond seller's control, the risk shall pass to purchaser when the goods are declared ready for shipment.

## Section 7 – Statutory and Contractual Warranty

1. Seller is not the manufacturer of the goods sold. It can therefore not give any quality guarantees. If the manufacturer has issued a warranty statement for the purchased product, the warranty claims are valid only against the manufacturer.
2. Claims for subsequent performance shall therefore only arise from the services contractually agreed directly with seller under the conditions described below. All claim for subsequent performance shall become extinct if seller's operating and maintenance instructions are not observed, the products are modified, parts are replaced or consumables not meeting the original specification are used. This shall not apply if purchaser can refute a corresponding substantiated claim by seller asserting that the defect is due to one of these facts.
3. Purchaser shall report defects in written form and without delay, at the latest within 14 days of receiving the goods. If seller does not receive any notification within this period, purchaser shall be deemed to have waived any objections to the goods delivered.
4. If the notice of defects is justified, seller may demand at his discretion that
  - a) the defective part or equipment be returned to seller for repair and then returned to purchaser;
  - b) purchaser keep the defective part or equipment on hand so that it can be repaired by a service engineer sent to purchaser by seller.
  - c) Seller can send a new product and send it to the purchaser.

If purchaser demands that work under warranty be carried out at a specific place and if seller agrees to this demand, only the parts covered by the warranty shall be disregarded in the invoice. Seller's labour and travel expenses must be paid.

5. If a rectification takes place, but has been carried out defectively, the purchaser can only assert reduction in price or cancellation of the contract at his discretion if he gives the seller the opportunity to rectify the defect again and this in turn fails. A rectification only counts as carried out defectively after a reasonable period of time.
6. The Seller may refuse the rectification if it is only possible at disproportionate costs. If the repair is impossible, the Seller shall be released from the statutory obligation to remedy the defect. In this case the purchaser can only assert reduction in price or cancellation of the contract.
7. No liability can be assumed for normal wear and tear.

## Section 8 – Reservation of title

1. We retain title to the goods until all claims against the purchaser have been satisfied, even if the specific goods have already been paid for.

They may only be processed or converted on behalf of seller as the manufacturer, but without obligation for seller. If seller's (co-) ownership ends when the goods are combined with others, it is herewith agreed that purchaser's (co-) ownership of the item as a whole shall pass to seller proportionately (share of the invoice value). Purchaser shall store seller's (shared) property free of charge. Goods to which seller retains (co-) ownership are hereinafter referred to as reserved goods.

2. Purchaser shall be entitled to process and resell the reserved goods in the ordinary course of business, provided that he has not defaulted on the contract. The reserved goods may not be pledged or assigned by way of security. Any claims (including outstanding current account balances) based on resale of the goods or any other legal reason (insurance, tort) associated with the reserved goods are herewith assigned to seller in full by way of security. Seller irrevocably authorises purchaser to collect the receivable assigned to seller for the latter's account in his own name. This authorisation may only be revoked if purchaser fails to discharge his payment obligations.
3. The purchaser must inform us immediately of any compulsory execution by third parties on the reserved goods, handing over the documents necessary for an intervention; this also applies to impairments of any other kind. Irrespective of this, the purchaser must inform the third parties in advance of the existing rights to the goods. The costs of an intervention by the user shall be borne by the purchaser insofar as the third party is not in a position to reimburse them.
4. If purchaser defaults on the contract and particularly if he defaults on payments, seller shall be entitled to take back the reserved goods or to demand assignment of purchaser's rights of surrender by third parties. Insofar as the Hire Purchases Act does not apply, taking back and/or pledging the reserved goods shall not constitute a withdrawal from the contract by seller.

Upon request of the Purchaser Seller undertakes to release the securities he is entitled to if their realisable value exceeds 20% of the claims to be collateralised.

## Section 9 – Payment

1. Unless agreed otherwise, seller's invoices shall be payable without deduction 30 days after the invoice date.

Purchaser's directions to the contrary notwithstanding, seller shall be entitled to set off purchaser's payments against older sums outstanding first of all and shall inform purchaser accordingly. If costs and interest have already been incurred, sellers shall be entitled to set off payments against costs first, then against the interest and finally against the main debt.

2. Payments shall not be deemed to have been affected until seller can dispose of the sum concerned. If cheques are presented, payments shall be deemed to have been affected when the cheques are honoured.
3. If the invoices are not paid within a period of 30 days, the buyer is in default of payment by operation of law and is obliged to pay default interest at a rate of 9% above the base rate.
4. If seller is aware of circumstances casting doubt on purchaser's creditworthiness, in particular if a cheque is not honoured or if purchaser suspends payment, or if seller learns of other circumstances casting doubt on purchaser's creditworthiness, seller shall be entitled to demand immediate payment of the entire sum outstanding even if cheques were previously accepted. In such cases, seller shall also be entitled to demand advance payments or additional security.
5. Even if notice of defects has been given or counterclaims are asserted, purchaser shall only be entitled to set off, withhold or reduce payments if the counterclaims are unappealable or indisputable. Purchaser shall furthermore only be entitled to withhold payments if the counterclaims are based on the same contractual relationship and this fact is undisputed or unappealable.

## Section 10 – Retention Rights

The customer is only authorized to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

## Section 11 - Design changes

Seller reserves the right to undertake design changes at any time without explicitly publishing these. However, seller is not obliged to undertake any changes with regard to products, which have already been delivered.

## Section 12 – Secrecy

Unless explicitly agreed otherwise in written form, the information placed at seller's disposal in conjunction with orders shall be deemed not confidential.

## Section 13 – Limitation of liability

Our liability for contractual breaches of duty and tort is limited to intent and gross negligence. This does not apply in the case of injury to life, body and health of the purchaser or his vicarious agents, claims due to the breach of cardinal obligations that arise from the nature of the contract and the breach of which jeopardizes the achievement of the purpose of the contract, as well as compensation for damage caused by delay. In this respect, we are liable for any degree of fault. However, liability in the event of a delay in delivery shall be limited to 0.5% of the delivery value for each full week of delay within the framework of a lump-sum compensation for delay, but not more than 5% of the delivery value. Liability in the event of a breach of material contractual obligations shall be limited to the regularly foreseeable damage.

## Section 14 – Applicable law, jurisdiction, partial invalidity

1. The law of the Federal Republic of Germany shall govern business relations and all legal relations between seller and purchaser excluding the UN sales law (CISG).
2. Altogether shall be exclusive place of jurisdiction for all disputes directly or indirectly arising from the contractual relationship.
3. All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.
4. If any of the provisions in these General Terms of Business or one of the provisions in other agreements prove or become invalid, this shall not affect the validity of the remaining provisions or agreements