

General Terms and Conditions of Sale, Delivery and Payment of Johann Maier GmbH & Co. KG

1 Scope, Formal Requirements

1.1 These General Terms and Conditions of Sale, Delivery and Payment (hereinafter referred to as "GTCS") shall apply to all our business relations with our customers (hereinafter referred to as "Buyer"). The GTCS shall only apply if the Buyer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.

1.2 These GTCS shall apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter: "Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 BGB).

1.3 Unless otherwise agreed, these GTCS in the version valid at the time of the Buyer's order or in any case in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case.

1.4 Our GTCS shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly consented to their validity. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the Buyer without reservation in the knowledge of the Buyer's General Terms and Conditions.

1.5 Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTCS. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the subject matter of such agreements.

1.6 Legally relevant declarations and notifications of the Buyer with regard to a contract, e.g. to set a deadline, to report defects, to rescind the contract or to reduce the purchase price, shall be made in writing, i.e. in accordance with § 127 BGB (German Civil Code) in written or text form, e.g. in a letter, an e-mail or a fax. Legal formal requirements and further proof, in particular in case of doubts about the legitimacy of the declaring party, shall remain unaffected.

1.7 References to the applicability of statutory provisions shall only be of a clarifying nature. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCS.

2 Conclusion of Contract

2.1 Your contract is being concluded with

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The language of the contract is German.

2.2 Our offers are subject to change. Unless otherwise agreed, we shall be bound to these offers for 4 weeks. This shall also apply if we have provided the Buyer with catalogs, technical documentation, such as drawings, plans, calculations, , references to DIN standards, other product and material specifications or documents – including in electronic form - to which we reserve ownership rights and copyright.

2.3 The order of the goods by the Buyer shall be deemed to be a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within 14 calendar days of its receipt by us.

2.4 Acceptance may be declared either in writing, e.g. by our order confirmation, or by delivery of the goods to the Buyer.

3 Delivery Period and Delay in Delivery

3.1 The delivery period shall be agreed individually.

3.2 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the Buyer of this immediately and at the same time inform him of the expected new delivery deadline. If the service is not available within the new delivery period either, we shall be entitled to rescind the entire contract or parts thereof; we shall immediately refund any consideration already paid by the Buyer. There will be a case of non-availability of the performance as defined here in particular in the case of non-timely-delivery of goods by our supplier, where we have concluded a congruent hedging transaction, where neither we nor our supplier are at fault or we are not obligated to procure the goods in the individual case.

3.3 Delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the Buyer shall be required. If we are in default of delivery, the Buyer may demand lump-sum compensation for the damage caused by the default. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each full calendar week of the delay, but not more than a total of 5% of the delivery value of the delayed goods. We reserve the right to prove that the Buyer has not suffered any damage or that the damage is significantly less than the aforementioned lump sum.

3.4 The rights of the Buyer pursuant to clause 8 of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform, for example due to infeasibility or unacceptable performance and/or make-up performance, shall remain unaffected.

4 Delivery, Transfer of Risk, Inspection and Delayed Acceptance,

4.1 Delivery shall be ex works or ex warehouse. Unless otherwise stipulated in the present GTCS, the provisions of Incoterms 2020 FCA (Free Carrier) shall apply ex our works or warehouse.

4.2 Our plant shall also be the place of performance for all deliveries and services and any supplementary performance.

4.3 At the Buyer's request and expense, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance).

4.4 Unless otherwise agreed, we shall be entitled to determine the mode of shipment (in particular transport company, shipping route, packaging) ourselves.

4.5 The Buyer accepts the following deviations from the quantity ordered:

- for a up to 100 units
a quantity deviation of +/- 10%;
- for 101 to 500 units
a quantity deviation of +/- 5
- for 501 to 999 units
a quantity deviation of +/- 3
- for 1.000 units or more
a quantity deviation of +/- 2

4.6 The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the Buyer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance. The handover or acceptance shall be deemed to have taken place even where the Buyer delays acceptance.

4.7 If the Buyer delays acceptance, fails to cooperate or delays our delivery for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses, such as storage costs. For this purpose, we shall charge a lump-sum compensation of 1% of the net price (delivery value) per calendar day of the delay in acceptance, however, not exceeding a total of 10% of the delivery value of the goods affected by the delay in acceptance, starting with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for dispatch. Proof of greater damage and our legal claims (in particular compensation of additional expenses, appropriate compensation, termination) remain unaffected. However, the lump-sum compensation shall be offset against any further monetary claims. The Buyer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

5 Prices and Terms of Payment

5.1 Unless otherwise agreed in individual cases, our prices applicable at the time of conclusion of the contract shall be valid, ex works or ex warehouse, plus the statutory value-added tax applicable at the time.

5.2 The prices quoted by us correspond to the current cost situation and calculations. As we are dependent on raw material prices in the supply chain, such as metal and crude oil prices, and as these are subject to strong fluctuations, the prices quoted by us shall apply on condition that the orders can be executed without hindrance and that our wage and material costs also remain the same. Should there be any changes in costs between the conclusion of the contract and the delivery of the goods, we shall be entitled, but not obligated, to invoice the prices applicable at the time of delivery. Should a possible price increase associated with this considerably exceed the general cost of living, the Buyer may rescind the contract.

5.3 In the case of sale by delivery to a place other than the place of performance (cf. Section 4.3), the Buyer shall bear the transport costs ex works or ex warehouse and the costs of any transport insurance requested by the Buyer.

5.4 Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.

5.5 Unless otherwise agreed, the purchase price shall be due and payable within 30 calendar days from the date of invoice and delivery or acceptance of the goods.

5.6 Notwithstanding the foregoing clause 5.5, we shall, however, be entitled at any time, also within the framework of an ongoing business relationship, to carry out a delivery in whole or in part only against advance payment. We shall declare any reservation at the latest with the order confirmation.

5.7 The Buyer shall be in default of payment upon expiration of the payment period specified in clause 5.5. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to claim further damage caused by default. With respect to merchants, our claim to the commercial maturity interest rate (§ 353 HGB) shall remain unaffected.

5.8 The Buyer shall only be entitled to rights of set-off or retention to the extent that his claim has been legally established or is undisputed. In the event of defects in the delivery, the Buyer's counter rights shall remain unaffected, in particular in accordance with clause 7.8, Sentence 2 of these GTCS.

5.9 If it becomes apparent after the conclusion of the contract, e.g. where insolvency proceedings are filed, that our claim to the purchase price is jeopardized by the Buyer's inability to perform, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to rescind the contract (§ 321 BGB). In the case of contracts for the manufacture of non-fungible items (custom-made products), we may declare rescission immediately. In this case, the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

6. Retention of Title

6.1 We shall retain title to the goods sold (hereinafter also referred to as "Retained Goods") until all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims) have been paid in full.

6.2 Goods subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. The Buyer shall immediately notify us in writing if the instatement insolvency proceedings is filed for or if third parties seize our reserved goods, e.g. by way of attachment.

6.3 In the event of a breach of contract by the Buyer, in particular in the event of non-payment of the purchase price due, we shall be entitled to rescind the contract in accordance with the statutory provisions and/or to demand the release of the reserved goods. The demand for release of the reserved goods does not imply a notice of rescission. Rather, we are entitled to only demand the return of the goods subject to retention of title and to reserve the right to rescind the contract. If the Buyer does not pay the purchase price due, we may only assert these rights if we have previously set the Buyer a reasonable deadline for payment without success or if the stipulation of such a deadline is not mandatory according to the statutory provisions.

6.4 The Buyer shall be entitled to resell and/or process the goods subject to retention of title in the ordinary course of business until revocation in accordance with clause 6.4.3 below. In this case, the following provisions shall apply additionally:

6.4.1 The retention of title shall extend to the products resulting from the processing, mixing or combining of our goods subject to retention of title at their full value, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods subject to retention of title.

6.4.2 The Buyer hereby assigns to us by way of security all claims against third parties arising from the resale of the goods subject to retention of title or the product in total or in the amount of our co-ownership share, if any, in accordance with the preceding paragraph. We hereby accept the assignment. The obligations of the Buyer stated in clause 6.2 shall also apply in respect of the assigned claims.

6.4.3 The Buyer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the Buyer meets his payment obligations towards us, there is no deficiency in his ability to perform and we do not assert the reservation of title by exercising a right pursuant to clause 6.3. If this is the case, however, we may demand that the Buyer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over to us the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, in this case we shall be entitled to revoke the Buyer's authorization to further sell and process the reserved goods.

6.4.4 If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Buyer's request.

7. Claims for Defects by the Buyer

7.1 The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated below.

7.2 In all cases, the special statutory provisions shall remain unaffected in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (supplier's recourse pursuant to §§ 478 BGB).

7.3 Claims arising from supplier's recourse shall be excluded if the defective goods have been further processed by the Buyer or another entrepreneur, for example by incorporation into another product.

7.4 The basis of our liability for defects is above all the agreement reached on the quality of the goods. All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by us (in particular in catalogs or on our Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on the quality of the goods.

7.5 Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether or not there is a defect (Section 434 (1) sentences 2 and 3 of the German Civil Code (BGB)). However, we shall not be liable for public statements made by the manufacturer or other third parties, e.g. advertising statements, to which the Buyer has not drawn our attention as being decisive for the purchase.

7.6 As a matter of principle, we shall not be liable for defects of which the Buyer is aware at the time of conclusion of the contract or is unaware due to gross negligence (§ 442 BGB). Furthermore, the Buyer's claims for defects shall be subject to the condition that he has complied with his statutory obligations to inspect the goods and report any defects (§§ 377, 381 HGB). In the case of goods which are intended for installation or other further processing, an inspection must be carried out immediately before processing in every case. If a defect is detected upon delivery, inspection or at any later time, the Buyer shall inform us thereof in writing without delay. In any case, obvious defects shall be notified to us in writing within 5 working days (Monday to Friday) from delivery and defects which are not detected upon inspection within the same period from the time they are detected. If the Buyer fails to make the proper inspection and/or report the defects, our liability for the defect not reported or not reported on time or not in a proper manner shall be excluded in accordance with the statutory provisions.

7.7 If the delivered item is defective, we may initially choose whether to provide supplementary performance by remedying the defect (repair) or by delivering an item free of defects (replacement delivery). Our right to refuse supplementary performance under the statutory conditions shall remain unaffected.

7.8 We shall be entitled to make payment of the purchase price by the Buyer the prerequisite for any supplementary performance. However, the Buyer shall be entitled to retain a part of the purchase price which is reasonable in relation to the defect.

7.9 The Buyer shall give us the time and opportunity required for the supplementary performance owed, in particular to hand over the queried goods for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective item to us in accordance with the statutory provisions. supplementary performance shall neither include the removal of the defective item nor its reinstallation if we were not originally obligated to install it.

7.10 We shall bear or reimburse the expenses necessary for the purpose of inspection and supplementary performance, in particular transport, travel, labor and material costs as well as, if applicable, removal and installation costs in accordance with the statutory provisions if a defect is actually present. Otherwise, we may demand reimbursement from the Buyer of the costs incurred as

a result of the unjustified request for rectification of the defect, in particular also the inspection and transport costs, unless the lack of defectiveness was not apparent to the Buyer.

7.11 In urgent cases, e.g. in the event of a risk to operational safety or to prevent disproportionate damage, the Buyer shall have the right to remedy the defect himself and to demand reimbursement from us of the expenses objectively required for this purpose. We are to be informed immediately, if possible in advance, of such a self-remedy. The to remedy defects independently shall not apply if we would be entitled to refuse a corresponding supplementary performance in accordance with the statutory provisions.

7.12 If the supplementary performance has failed or if a reasonable period to be set by the Buyer for the supplementary performance has expired unsuccessfully or is not mandatory according to the statutory provisions, the Buyer may rescind the purchase contract or reduce the purchase price. In the case of a minor, however, there shall be no right of rescission.

7.13 Claims by the Buyer for damages or reimbursement of wasted expenses shall also exist in the case of defects only in accordance with clause 8 and shall otherwise be excluded.

8 Other Liability

8.1 Unless otherwise provided for in these GTCS including the following provisions, we shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

8.2 We shall be liable for damages - irrespective of the legal grounds - within the scope of liability for fault in the event of intent and gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability, such as due care in our own affairs and minor breaches of duty, only

8.2.1 for damage resulting from injury to life, limb or health,

8.2.2 for damage resulting from the breach of a material contractual obligation, i.e. an obligation whose fulfillment is a prerequisite for the proper performance of the contract and on whose observance the contractual partner regularly relies and may rely. In this case, however, our liability shall be limited to compensation for foreseeable, typical damage.

8.3 The limitations of liability resulting from clause 8.2 shall also apply in the event of breaches of duty by or for the benefit of persons for whose fault we are responsible in accordance with statutory provisions. They shall not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the Buyer under the Product Liability Act.

8.4 The Buyer may only rescind or terminate the contract due to a breach of duty which is not equivalent defect if we are responsible for the breach of duty. A free right of termination of the Buyer (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory conditions and legal consequences shall apply.

9 Statute of Limitations

9.1 Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

9.2 If, however, the goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provisions (§ 438 para. 1 no. 2 BGB). Further special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB) shall remain unaffected.

9.3 The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would entail a shorter limitation period in individual cases. However, claims for damages by the Purchaser pursuant to Clause 8.2 sentence 1 and Clause 8.2.1 as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

10 Choice of Law and Place of Jurisdiction

10.1 The present GTCS and the contractual relationship between us and the Buyer shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2 If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Stuttgart. The same shall apply if the Buyer is an entrepreneur within the meaning of § 14 BGB (German Civil Code). However, we shall also be entitled in all cases to file a lawsuit at the place of performance of the delivery obligation in accordance with the present GTCS or a prior individual agreement or at the general place of jurisdiction of the Buyer. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

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