

General Terms and Conditions of Sale and Delivery of OMS-Antriebstechnik (Drive Technology) e.K. (Registered Merchant)

§ 1 General - Scope of Application

- (1) The terms and conditions of sale and delivery of OMS Antriebstechnik e.K. (hereinafter referred to as "OMS") shall exclusively apply; we shall not recognize any terms and conditions of the Customer that conflict with or deviate from the Terms and Conditions of Sale and Delivery of OMS, unless OMS expressly agrees to their validity in writing. The Terms and Conditions of Sale and Delivery of OMS shall also apply if OMS carries out the delivery to the Customer without reservation in the knowledge that the Customer's terms and conditions conflict with or deviate from the Terms and Conditions of Sale and Delivery of OMS.
- (2) All agreements made between OMS and the Customer for the purpose of executing this contract are set out in writing in this contract.
- (3) The Terms and Conditions of Sale and Delivery of OMS shall only apply to companies in the sense of §§ 310 para. 1 BGB, 14 BGB.

§ 2 Offer - Offer-Documentation

- (1) If a Customer's order is to be qualified as an offer according to § 145 BGB (German Civil Code), OMS may accept it within 2 weeks; the acceptance shall be made expressly in writing.
- (2) OMS reserves the property rights and copyrights to illustrations, drawings, calculations, and other documents. This shall also apply to such written documents which are designated as "confidential". The Customer shall require the express written consent of OMS before passing them on to third parties.
- (3) If OMS submits an offer, this offer shall be subject to change unless otherwise stated in the order confirmation.
- (4) A contract shall not be concluded until OMS accepts its offer by a declaration of acceptance or by delivery of the ordered goods.

§ 3 Prices - Terms of Payment

- (1) Unless otherwise stated in the order confirmation, the prices of OMS shall apply "ex works" excluding packaging; this shall be invoiced separately.
- (2) OMS reserves the right to change its prices accordingly if cost reductions or cost increases occur after conclusion of the contract, in particular due to collective wage agreements or material price changes. OMS shall prove these to the Customer upon request.
- (3) The statutory value added tax is not included in the prices of OMS; it shall be shown separately in the invoice at the statutory rate on the day of invoicing.
- (4) The deduction of a discount shall require a special written agreement.
- (5) Unless otherwise stated in the order confirmation, the net purchase price (without deduction) shall be due for payment within 30 days from the date of invoice. The statutory rules concerning the consequences of default in payment shall apply.
- (6) The Customer shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or have been acknowledged by OMS. Furthermore, the Customer shall be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

§ 4 Delivery Period

- (1) The initiation of the delivery period stated by OMS shall be subject to clarification of all technical issues.
- (2) Compliance with the OMS delivery obligation further presupposes the timely and proper fulfillment of the Customer's obligation. The objection of non-performance of the contract remains reserved.
- (3) If the Customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by OMS in this respect, including any additional expenses. We reserve the right to assert further claims.
- (4) When the conditions of paragraph (3) are achieved, the risk of accidental loss or accidental deterioration of the purchased goods shall pass to the Customer at the point in time at which the Customer is in default of acceptance or debtor's delay.
- (5) OMS shall be liable in accordance with the statutory provisions, insofar the underlying purchase contract is a transaction for delivery by a fixed date within the definition of Section 286 (2) No. 4 of the German Civil Code (BGB) or Section 376 of the German Commercial Code (HGB). OMS shall also be liable in accordance with the statutory provisions, should, as a consequence of a delay in delivery for which OMS is responsible, the Customer is entitled to claim that its interest in the further performance of the contract has ceased to exist.
- (6) Furthermore, OMS shall be liable in accordance with the statutory provisions, should, the delay in delivery be due to an intentional or grossly negligent breach of contract for which OMS is responsible; fault on the part of the representatives or

vicarious agents commissioned by OMS shall be attributed to OMS. Should, the delay in delivery be not due to an intentional breach of contract for which OMS is responsible, OMS's liability for damages shall be limited to the foreseeable, typically occurring damage.

- (7) OMS shall also be liable in accordance with the statutory provisions insofar as the delay in delivery for which OMS is responsible is based on the culpable breach of a material contractual obligation; in this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- (8) Further legal claims and rights of the Customer shall remain reserved.

§ 5 Transfer of Risk - Packaging Costs

- (1) Unless otherwise stated in the order confirmation, delivery "ex works" is agreed.
- (2) Separate agreements shall be required and shall apply to the return of packaging.
- (3) If the Customer so desires, OMS shall cover the delivery by transport insurance; the Customer shall bear the costs incurred in this respect.

§ 6 Third-Party Orders Processing

- (1) In the event of third-party orders processing of the Customer for the preliminary products produced and delivered by the Customer, the Customer shall be responsible for the full specification of the material delivered by the Customer and the concrete processing requests. In this respect, OMS shall provide professional performance of the work commissioned in the sense of services to be rendered, but not the success desired by the Customer. The liability of OMS for damage to, or destruction of, the provided preliminary products shall therefore only be limited to gross negligence or intent. In the case of simple negligence, the liability of OMS shall be limited to the typically foreseeable damage, but not more than the value of the order of the service to be provided by us.

§ 7 Liability for Defects

- (1) Claims for defects on the part of the Customer shall be subject to the condition that the Customer has duly complied with his obligations to examine the goods and to give notice of defects in accordance with § 377 of the German Commercial Code (HGB).
- (2) Insofar a defect in the purchased item exists, the Customer shall be entitled to choose between subsequent performance in the form of rectification of the defect, or delivery of a new item free of defects. Should rectification of the defect be selected, we shall be obliged to bear all expenses required for the purpose of rectifying the defect, in particular transport, travel, labor and material costs, insofar, as these are not increased by the fact that the purchased item was taken to a location other than the designated location of performance. In the case of rectification, we shall bear the expenses up to, but not exceeding the amount of the purchase price.
- (3) Should subsequent rectification performance fail, the Customer shall be optionally entitled to rescission, or reduction at his discretion.
- (4) OMS shall be liable in accordance with the statutory provisions, should the Customer assert claim for damages based on, intent or gross negligence, including intent or gross negligence on the part of representatives or agents commissioned by OMS. Insofar as OMS is not accused of intentional breach of contract, liability for damages shall be limited to the foreseeable, typically occurring damage.
- (5) OMS shall be liable in accordance with the statutory provisions, should a culpable breach of contractual obligation exist. In this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- (6) Liability for culpable injury to life, limb or health shall remain unaffected; this shall also apply to mandatory liability under the Product Liability Act.
- (7) Unless otherwise stipulated in the aforementioned, further liability is excluded.
- (8) The limitation period for claims, shall be 24 months, calculated from the transfer of risk.
- (9) The limitation period in the case of a delivery recourse according to §§ 478, 479 BGB shall remain unaffected; it shall be two years, calculated from the delivery of the defective item.

§ 8 Joint and Several Liability

- (1) Any further liability for damages than provided for in § 7 shall be excluded - regardless of the legal nature of the asserted claim. This shall apply in particular to claims for damages based on culpa in contrahendo, on account of other breaches of duty or on account of tortious claims for compensation for damage to property pursuant to § 823 BGB.

- (2) The limitation according to paragraph (1) shall apply insofar, the Customer demands compensation for futile expenses, rather than of a claim for compensation for damage instead of compensation of performance.
- (3) Insofar as the liability of OMS for damages is excluded or limited, this shall be equally applicable in regard to the personal liability for damages of OMS employees, representatives, and vicarious agents.

§ 9 Retention of Title

- (1) OMS shall retain title of the purchased item until receipt of all payments, and fulfillment of arising contractual obligations from the business relationship with the Customer.
- (2) The Customer shall be obliged to treat the object of purchase with care; in particular, he shall be obliged to sufficiently insure, at a minimum of replacement value, it at his own expense against damage by fire, water, and theft. Insofar, maintenance and inspection work is required, the Customer shall perform this in the required timeframe, at the cost of the Customer.
- (3) Third party seizures or interventions, shall immediately, and in the written form be conveyed to OMS so the pursuance of legal actions in accordance with § 771 of the German Code of Civil Procedure (ZPO) can be initiated. Insofar as the third party is not capable of reimbursement to OMS for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the Customer shall be liable for the loss incurred by OMS.
- (4) The Customer shall be entitled to resell the purchased goods within the orderly course of business; However, the Customer herewith relinquishes all claims against OMS in the amount of the final invoice amount (including VAT) of our claims, to which the subsequent Customer is entitled from the resale against its Customers or third parties, irrespective of whether the purchased item has been resold without or after processing. The Customer remains authorized to redeem this claim after the transfer. Authorization of OMS to redeem the claim itself shall remain unaffected by this. However, OMS obligates itself not to undertake claims collection processes, insofar as the Customer fulfills payment obligations from the proceeds collected, is not in default of payment and, in particular, no application is initiated for composition or insolvency proceedings has been filed or payments have not been suspended. Should this however be the case, OMS reserves the right to demand that the Customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
- (5) Processing or transformation of the purchased goods by the Customer shall always be performed on behalf of OMS. If the purchased item is processed with other items not belonging to OMS, OMS shall acquire co-ownership of the new item proportionate to the value of the purchased item (final invoice amount including VAT) compared to the processed items at the time of processing. Furthermore, this shall apply to the item created by processing as it applies to the purchased item delivered under reservation of title.
- (6) If the purchased item inseparably combined with other items not belonging to OMS, OMS shall acquire co-ownership of the new item proportionate to the value of the purchased item (final invoice amount including VAT) compared to the combined items at the time of processing. If the combination is such that the item of the Customer is considered to be the main item, it shall be considered agreed that the Customer shall transfer co-ownership to OMS on a prorated basis. The Customer shall retain the sole ownership or co-ownership thereby created for OMS.
- (7) The Customer shall also assign to OMS the claims for securing the claims of OMS which arise via a third party due to the connection of the delivery items with a piece of real estate.
- (8) At the request of the Customer, OMS shall be obliged to release the securities to which OMS is entitled to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released shall be incumbent upon OMS.

§ 10 Place of Jurisdiction - Place of Performance

- (1) Insofar as the Customer is a merchant, the place of jurisdiction shall be the place of business of OMS. However, OMS shall remain entitled to pursue legal action against the Customer, in the court of the registered office of the Customer.
- (2) The contract shall be governed pursuant to German Law, under exclusion of the UN-Contracts for International Sale of Goods (CISG), and German International Civil Law.
- (3) Unless explicitly otherwise stipulated and confirmed in the written form within the order confirmation, the place of performance shall be the registered office of OMS.