

**General Terms and Conditions
of Sigrist Metallveredelung GmbH
pertaining to the Provision of Contract Manufacturing Services**

1. Scope

1. These General Terms and Conditions pertaining to the Provision of Contract Manufacturing Services (hereinafter: **“General Terms and Conditions”**) apply to all commercial dealings between Sigrist Metallveredelung GmbH (hereinafter: **“Sigrist”**) and the principal (entrepreneur, legal entity under public law or a special fund under public law within the meaning of Section 310 German Civil Code, (*Bürgerliches Gesetzbuch*, BGB), even if reference is not expressly made hereto in subsequent agreements. They apply equally to procurement, supply of work and services. In place of the acceptance of the goods supplied, in the case of the supply of work, this is deemed accepted upon approval and in the case of service, upon receipt of the service.
2. Any terms and conditions of the principal conflicting with, in addition to, or deviating from these General Terms and Conditions shall not constitute component parts of the contract unless Sigrist expressly confirmed their applicability, in writing. These General Terms and Conditions shall also apply in the event that Sigrist unconditionally effects delivery to the principal, having knowledge of its conflicting, additional, or deviating terms and conditions.
3. Any agreements between Sigrist and the principal made in addition to or deviating from these General Terms and Conditions and entered into for the purpose of performing a contract shall be laid down in the respective contract in writing. This shall also apply to the waiver of this written form requirement.
4. This shall be without prejudice to any rights going beyond those set forth in these General Terms and Conditions to which Sigrist is entitled pursuant to statutory provisions or other agreements remain unaffected.

2. Conclusion of Contract

1. Offers quoted by Sigrist are subject to change and non-binding.
2. Specifications and all other descriptions of the services contained in the documents pertaining to the offer shall be approximate only, unless expressly specified as binding. They shall not be deemed to constitute any agreement or guarantee as to the characteristics of the services.
3. Sigrist reserves all rights of ownership, copyrights, and any other proprietary rights to all offer documents. The disclosure of such documents to third parties is strictly prohibited.
4. Orders are not binding until they have been confirmed by Sigrist in a written order confirmation, or until such time as Sigrist performs the order, in particular by rendering the service. Any automated order confirmation without a signature and name shall also be deemed to constitute a written order confirmation. To the extent the order confirmation contains obvious errors, misspellings, or miscalculations, Sigrist shall not be bound by it.
5. Should the principal file a request for the opening of insolvency or comparable proceedings in respect of its assets, or should the request for the opening of insolvency or comparable proceedings against the principal's assets filed by a third party be rejected due to lack of assets, Sigrist shall be entitled to cancel the contract, in whole or in part.

3. Scope of Delivery, Work Pieces

1. Sigrist processes parts provided to it by the principal in sufficient quantities, including an allowance for rejects (hereinafter: **“work pieces”**).
2. The principal shall supply the work pieces to be processed by Sigrist at its own cost and at its own risk in sufficient quantity, including an allowance for rejects, to the delivery address stipulated by Sigrist. Deliveries can be made only within standard hours of business, Monday to Thursday from 7:00 a.m. to 3:00 p.m. and Fridays from 7:00 a.m. to 12:00 noon. The principal shall release Sigrist from all claims asserted by third parties based on deliveries made outside the aforemen-

tioned times, unless the delivery outside of standard business hours was beyond the reasonable control of the principal. Sigrist shall not perform an incoming goods inspection of the work pieces.

3. At Sigrist's request, the principal shall without delay collect excess work pieces and rejects from Sigrist at its own costs and at its own risk.

4. Processing of Work Pieces, Initial Samples

1. Sigrist shall process the work pieces in accordance with the individual specifications of the principal and shall thereafter provide the processed work pieces to the principal (hereinafter: "**end products**").
2. The principal shall voluntarily and in good time provide Sigrist with all information, in writing, and deliver all documents required and necessary in the course of the contractually agreed processing.
3. If, it is agreed in individual cases that initial samples are to be provided, Sigrist and the principal shall carry out sampling prior to the first processing of work pieces as stipulated in the agreement. The principal shall approve the initial sample for release without delay following presentation thereof. The provision by the principal of additional work pieces or other actions that Sigrist can legitimately take to constitute acceptance, shall be deemed equivalent to written approval. Upon receipt of the written approval, Sigrist shall process the remaining work pieces in accordance with the approved sample.
4. In addition, the written order confirmation issued by Sigrist shall govern the scope of the services by Sigrist, unless the principal does not provide Sigrist with sufficient numbers of work pieces. In this case, Sigrist's processing obligation with respect to the work pieces shall be limited to those work pieces provided by the principal. Amendments to the scope of service by the principal must be confirmed, in writing, by Sigrist in order to be effective.

5. Rejects

1. When processing the work pieces, for technical reasons some work pieces will be rejects. The quota of production-related rejects is 5 % of the work pieces to be processed, unless otherwise agreed.
2. The production-related rejects shall not entitle the principal to assert any claims against Sigrist.
3. The principal shall scrap rejects immediately after collection from Sigrist. Specifically, the principal shall not use rejects.

6. Collection of End Products, Specifications concerning End Products

1. Unless otherwise agreed, in writing, the principal shall collect the end products from the collection address stipulated by Sigrist at its own cost and at its own risk without delay during standard business hours from Monday to Thursday from 7:00 a.m. to 3:00 p.m. and Fridays from 7:00 a.m. to 12:00 noon.
2. Sigrist is entitled to request part-collection.
3. The principal shall, in particular, observe all requirements, instructions, directives and conditions set forth in the documentation and on the Internet at www.sigrist.de concerning the materials and services employed by Sigrist.

7. Delivery Periods

1. Delivery periods and dates must be agreed in writing and are non-binding unless specified by Sigrist as binding in advance in writing.
2. The delivery period begins when the order confirmation is sent by Sigrist, or, in the case that initial sampling has been agreed, upon receipt of the written approval for release, but not before the complete delivery of the work pieces and provision by the principal of all documents, approvals, and releases to be provided by it, all technical matters have been clarified, and an agreed down-payment has been received, or, in the case of international orders, not before payment has been received in full. In the case of delivery dates, the delivery date will be re-

scheduled as appropriate, if, in the event that initial sampling has been agreed, the principle does not provide written approval or fails to provide the work pieces in full, if it fails to timely provide all documents, approvals, and releases to be provided by it, to timely clarify all technical matters, or to timely make the agreed down-payment available to Sigrist, or, in the case of international orders, to remit the full payment to Sigrist. All delivery dates and periods are subject to the due and timely fulfilment of all other obligations of the principal.

3. The delivery date is deemed to have been met if Sigrist has communicated the readiness for collection within the delivery period. If it is agreed in individual cases that Sigrist is to deliver the end products to the principle, the delivery period is deemed to have been met if the end products have left the works before expiry thereof. All delivery periods are subject to due and timely self-supply of Sigrist
4. In case of delay in delivery, the principal shall be entitled to cancel the contract upon fruitless expiry a reasonable grace period granted to Sigrist upon commencement of the delay in delivery.

8. Passing of Risk, Delay in Acceptance

1. The risk of accidental loss and accidental deterioration shall pass to the principal upon notification of readiness for collection. Otherwise, the risk of accidental loss and accidental deterioration shall pass to the principal as soon as the end products are provided to the haulier responsible for their transportation or leave Sigrist's premises for the purposes of dispatch. Sentences 1 and 2 above shall also apply for partial collection or if Sigrist has assumed additional services, *e.g.*, the transport costs.
2. If the principal enters into default in accepting the products, Sigrist shall be entitled to demand compensation for the damage incurred, including any additional expenses. The same applies if the principal violates any other co-operation duties, unless the principal is not responsible for such violation. The risk of accidental loss and accidental deterioration of the end products shall pass to the principal at the latest at the time the principal enters into default of acceptance.
3. If shipping is delayed due to circumstances beyond Sigrist's reasonable control, risk shall pass to the principal upon notification of readiness for shipping.
4. The end products must be accepted by the principal even if they have minor defects, without prejudice to any claims based on defects.

9. Prices and Payment

1. Unless specifically otherwise agreed, all prices apply ex works and are exclusive of shipping and packaging costs, insurance, statutory taxes, customs duties, or other levies. The costs incurred by Sigrist in this context will be invoiced separately. VAT will be stated separately on the invoice at the statutory rate valid on the day of invoicing.
2. Orders without expressly agreed fixed prices will be invoiced at the list prices of Sigrist valid on the date of provision of the end products. The recording of the list price valid on the order date on the order form or order confirmation does not constitute agreement of a fixed price. If precious metals are used in the performance of the service, Sigrist shall state the weight of the precious metal required for the order and the valid daily price on the date of the order. If the daily price for the precious metal on the Frankfurt Stock Exchange is different on the date the end products are provided compared with the price valid upon the date of the order, the price shall change for the precious metal stated in the order, taking account of the weight stipulated in the order and the price difference for that precious metal in each case.
3. Unless otherwise agreed, the price is payable net within 14 days of the invoice date. The date upon which Sigrist is able to freely dispose of the price shall be deemed to be the payment date. If the principal is in default of payment, it shall pay default interest of 9 percentage points above the base interest rate p.a. Any further claims of Sigrist shall remain unaffected.
4. In the case of international orders, payment shall, in derogation from Para. 3 above, take place prior to delivery, unless otherwise agreed in advance in writing.

10. Inspection, Acceptance and Claims based on Defects

1. The rights of the principal to assert claims based on defects presuppose that the principal inspects the end products upon receipt, to the extent reasonable also by way of trial processing or trial use, and notifies Sigrist of any apparent defects in writing without delay, but no later than two weeks after receipt of the products. Acceptance of the end products can be express or through equivalent actions, in particular the use of the end products. If the principal does not notify Sigrist of any defects, the end products shall be deemed to have been accepted two weeks

from receipt thereof. Latent defects in the processing must be reported to Sigris in writing promptly after their discovery. The principal must describe the defects in writing when notifying Sigris of them. The assertion of claims based on defects by the principal further presupposes that any and all specifications, statements and conditions set forth in the documentation and online at www.sigris.de pertaining to the individual products are complied with.

2. In the event that the products are defective, Sigris shall at its own choice render subsequent performance either by removing the defect or by processing other work pieces. When rendering subsequent performance, Sigris shall be obligated to bear all expenses required in this context, in particular transport, shipping, personnel, and material costs, unless such expenses are increased due to the fact that the products are shipped to a destination other than the delivery address. Costs for personnel and material asserted by the principal in this context shall be invoiced at cost price. If subsequent performance is rendered by means of processing other work pieces, the principal shall provide Sigris the requisite work pieces in a timely manner and in a sufficient quantity.
3. If Sigris is unwilling or unable to render subsequent performance, the principal may, without prejudice to any claims for damages or reimbursement of expenses, at its own choice either cancel the contract or reduce the price. The same shall apply in the event that subsequent performance fails, is unreasonable for the principal, or is unreasonably delayed for reasons attributable to Sigris.
4. The assertion of claims based on defects is excluded if the defect results from natural wear and tear in particular of wear parts or is due to improper handling, mounting, operation, or storage, or faulty modification or repair of the products performed by the principal or third parties. The same shall apply for defects caused by the principal or resulting from a technical cause other than the original defect. There shall be no claims based on defects for defects in the work pieces.
5. Claims of the principal for reimbursement of expenses instead of claims for damages in lieu of performance are excluded unless a reasonable third party would have incurred such expenses.
6. Sigris shall not assume any warranty, in particular warranty as to quality or durability, unless otherwise agreed in writing.
7. The limitation period for claims based on defects asserted by the principal shall be one year. To the extent the defective products were used for a building in accordance with their intended use and have caused its defectiveness, or to the extent the defect is building-related or based on work consisting of the provision of

planning or supervisory services to this end, the limitation period shall be five years. This limitation period shall also apply for claims in tort based on a defect of the products. The limitation period begins when the end products are delivered. The shortened limitation period shall not apply to the unlimited liability of Sigrist for damages resulting from a breach of a guarantee or relating to death, physical injury, or illness, for wilful intent and gross negligence, and for product defects. Any comment by Sigrist concerning a claim based on defects asserted by the principal shall not constitute an opening of negotiations pertaining to such claim or on the facts giving rise to the claim, provided that Sigrist rejects the claim based on defects to the full extent.

11. Liability of Sigrist

1. Sigrist shall be liable without limitation for damages resulting from a breach of a guarantee or based on death, physical injury, or illness. The same applies to wilful intent and gross negligence. Sigrist shall be liable for slight negligence only if material duties are violated, such duties arising out of the nature of the contract and being of essential importance for the attainment of the purpose of the contract. In the event of the breach of such duties and in the event that of default and frustration, Sigrist's liability shall be limited to typical foreseeable damages. Statutory liability for product defects remains unaffected.
2. To the extent that Sigrist's liability is excluded or limited, this shall also apply for the personal liability of its employees, staff members, representatives, and vicarious agents.

12. Force Majeure

1. In case Sigrist is hindered by force majeure from the fulfilment of its contractual duties, in particular from supplying the products, Sigrist shall, for the duration of the hindrance and a reasonable restart period, be released from its duty to perform without being obligated to pay damages to the principal. The same shall apply if the fulfilment of the obligations of Sigrist is unreasonably impeded or temporarily impossible due to unforeseeable circumstances beyond the reasonable control of Sigrist, in particular due to strike action, measures of public authorities, lack of energy, difficulties in supply on the part of a sub-principal, or material interruptions to operation. This also applies if such circumstances affect sub-principals

and in the event that Sigris is in default. To the extent Sigris is released from its obligation to perform, Sigris shall return any preliminary performance by the principal as may have been made.

2. Sigris shall be entitled to rescind the contract upon expiry of a reasonable period, if such hindrance continues for more than four months and the performance of the contract is no longer of interest to Sigris due to such hindrance. Upon the principal's request, Sigris shall, after expiry of such period, declare whether it intends to exercise its cancellation right or will deliver the products within a reasonable period.

13. Retention of Title

1. Sigris retains title to the delivered end products until the purchase price and any and all claims against the principal to which Sigris is entitled under their business relationship have been settled in full. For the duration of the retention of title, the principal shall handle the products subject to retention with due care. It shall, in particular, take out appropriate insurance for the end products subject to retention at its own expense at replacement value against fire and water damage, and theft. The principal shall provide Sigris upon the latter's request with proof of the insurance policy. The principal assigns to Sigris, with effect as from today, all claims for compensation in connection with such insurance. Sigris hereby accepts such assignment with effect as from today. If the insurance agreement does not allow for such assignment, the principal hereby instructs the insurance company to make payments exclusively to Sigris. Any further claims of Sigris shall remain unaffected.
2. The principal is permitted to sell the end products subject to retention of title only in the ordinary course of business. The principal shall not be entitled to pledge the end products subject to retention, to transfer them by way of security or to otherwise dispose of them in a way that jeopardises Sigris's title. The principal shall promptly notify Sigris in writing of any attachment or any other intervention by a third party, provide all information required, inform the third party Sigris's title, and assist in all measures taken by Sigris in order to protect the products subject to retention. To the extent the third party is not able to reimburse Sigris the judicial and extrajudicial costs for enforcing Sigris's title, the principal shall reimburse to Sigris any loss sustained by it in this connection, unless the principal is not responsible for the breach of duty.

3. The principal assigns to Sigrist, with effect as from today, all claims in connection with the resale of the products, together with any and all ancillary rights, irrespective of whether the end products subject to retention were resold prior or after processing. Sigrist accepts such assignment with effect as from today. If such assignment is not permissible, the principal hereby instructs the third party debtor to make payments exclusively to Sigrist. The principal shall be revocably authorized to collect in its own name the claims assigned to Sigrist in trust on Sigrist's behalf. The amounts collected shall be transferred to Sigrist immediately. Sigrist may revoke the principal's authorization for collection and resale for cause, in particular if the principal fails to duly meet its payment obligations vis-à-vis Sigrist, defaults or ceases payment, or if the principal files for the opening of insolvency proceedings or similar debt settlement proceedings in respect of its own assets, or if the justified request for the opening of insolvency or similar debt settlement proceedings in respect of the principal's assets filed by a third party is denied for lack of assets. In case of a blanket assignment by the principal, the claims assigned to Sigrist shall expressly be exempted.
4. Upon request of Sigrist, the principal shall promptly notify the third party debtor of the assignment and provide Sigrist with any information and document necessary for collection.
5. In case the principal is in breach of the terms of the contract, in particular if it defaults in payment, Sigrist shall, without prejudice to its other rights, be entitled to rescind the contract after a reasonable grace period set by Sigrist. The principal shall promptly grant Sigrist or its authorized agents access to the products subject to retention and return them. After due and timely notice, Sigrist may otherwise dispose of the end products subject to retention in order to satisfy its matured claims against the principal.
6. The processing or remodelling of the end products subject to retention by the principal shall always be made for Sigrist. The principal's expectancy right to the products subject to retention shall also apply to the processed or remodelled item. Should the products be processed or remodelled together with other objects not belonging to Sigrist, Sigrist shall obtain joint title in the new item in the proportion of the value of the delivered products to the other, processed objects at the time of such processing or remodelling. The same shall apply in the event that the products are connected or mixed with other objects not belonging to Sigrist such that Sigrist loses full ownership. The principal shall keep the new objects for Sigrist. In all other regards, the item created through processing or re-construction as well as connection or mixing shall be subject to the same provisions as the end products subject to retention.

7. If the realizable value of the securities, taking into account usual valuation adjustments by the banks, exceeds the claims of Sigrist arising under the business relationship with the principal by more than 10%, Sigrist shall at the principal's request be obligated to release the securities the principal is entitled to. The valuation should be based on the invoice value of the end products subject to retention and on the nominal value of the claims. The choice of the security to be released is incumbent upon Sigrist in each case.
8. In the case of delivery to other legal systems in which the foregoing provisions on retention of title do not have the same effect as in the Federal Republic of Germany, the principal hereby grants Sigrist a corresponding security interest. The principal shall take all further measures that are necessary in this respect to grant Sigrist such corresponding security interest. The principal shall assist in all measures necessary or conducive for the effectiveness and enforceability of such security interests.

14. Confidentiality

1. The parties undertake to keep confidential for an unlimited period of time all information provided to them and either designated confidential or otherwise identifiably business or trade secrets. The parties shall neither record, nor disclose, nor exploit such confidential information, unless necessary in the course of the business dealings.
2. The parties shall ensure by means of appropriate contractual agreements to this effect that the employees and agents acting on their behalf neither record, disclose, nor exploit such business and trade secrets without authorization for an unlimited period time.
3. This confidentiality obligation shall not apply to the extent the information was verifiably known to the other party prior to commencing the contractual relationship, if such information is common knowledge or in the public domain, or becomes common knowledge or enters public domain through no fault of the other Party. The burden of proof shall be borne by the claiming party.

15. Final Provisions

1. The transfer to third parties of rights and obligations of the principal is subject to the prior written consent of Sigrist.
2. The principal shall be entitled to set-off only if its counterclaims have been conclusively determined and are non-appealable or if they are uncontested. The principal may exercise a right of retention only to the extent its counterclaim is based on the same contractual relationship.
3. All dealings between the principal and Sigrist shall be governed by and construed in accordance with the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. The exclusive venue for any and all disputes arising out of or in connection with the business relationship between the principal and Sigrist shall be Sigrist's registered seat. Sigrist shall also be entitled to bring an action at the principal's registered seat and at any other permissible venue.
5. The place of performance for all obligations of the principal and Sigrist shall be the registered seat of Sigrist.
6. The language of the contracts shall be German.
7. Should any individual provision of these General Terms and Conditions be or become ineffective or unenforceable, in whole or in part, or should these General Terms and Conditions contain a regulatory gap, this shall not affect the validity of the remaining provisions. In place of the ineffective or unenforceable provision, the effective or enforceable provision shall be deemed to be agreed which comes as close as possible to attaining the commercial purpose of the ineffective or unenforceable provision. In the case of a regulatory gap, the provision shall be deemed to be agreed that would have been agreed by the Parties, in view of the purpose of these General Terms and Conditions, had they considered the matter from the outset.