

## General Terms and Conditions

### 1. General

1.1 The following General Conditions and Conditions apply to all offers, deliveries and services and also to all claims, regardless of their legal basis, arising between Edgetech Europe GmbH (hereinafter referred to as Edgetech) and its customers in connection with a commercial relationship, insofar as the customer is an entrepreneur within the meaning of §310 para. 1, 14 of the German Civil Code (BGB) and is acting in exercise of his commercial or independent professional activities.

1.2 Any conflicting conditions of the customer, for example, terms and conditions or conditions of purchase, are hereby excluded unless they have been accepted by Edgetech. No such conditions shall be binding on Edgetech, even in individual cases where Edgetech has not specifically excluded these.

1.3 All agreements reached between Edgetech and its customers with the aim of executing a contract are to be set out in writing in the final contract. Any deviating oral agreements and warranties, as well as any subsequent amendments to the contract must be made in writing in order to be valid. **Edgetech's commercial representatives and travelling salesmen are not entitled to promise any divergences from Edgetech's terms of delivery and payment.**

### 2. Conclusion of contracts, Scope of deliveries

2.1 All offers issued by Edgetech are subject to confirmation.

2.2 Purchase contracts shall only come into existence after customers' orders have been confirmed by Edgetech. Orders can be accepted by Edgetech within a period of two weeks from the date of the order. Edgetech's written declaration of acceptance shall be applicable to the scope of the obligations relating to the delivery of goods and services.

### 3. Documentation submitted

Edgetech retains title and copyright in all documentation made available to the customer in connection with the placing of an order, such as, for example, calculations, drawings and the like. This documentation may not be made available to third parties unless Edgetech has given its express prior and written permission to the customer. In the event that no contract is concluded, such documentation is to be returned to Edgetech immediately.

### 4. Prices and payment

4.1 Unless otherwise agreed in writing, our prices are understood as being ex works inclusive of packing plus value-added tax at the current statutory rate where applicable. The cost of additional transport packing can be debited separately to Edgetech's customers.

4.2 All payments are to be made to Edgetech directly and to the account indicated in the order confirmation. **Edgetech's commercial representatives and travelling salesmen are not authorized to receive payments unless in individual cases they have a specific written authority to do so.**

4.3 In all cases, the terms of payment shown in the order confirmation shall be applicable. Default interest shall be debited at a rate of 8 percentage points above the current annual basic rate of interest. We reserve the right to claim higher damage caused by default.

4.4 In the case of deliveries that are made three months or more after the conclusion of the contract, Edgetech shall be entitled to adjust prices in line with increased costs of labour or materials.

4.5 In cases where it is perceptible that because of insufficient solvency there is a risk of Edgetech's purchase price not being received, Edgetech shall be entitled to require payment in cash or a security before a delivery is made. If the customer fails to pay cash or to provide a security within a reasonable period of time, Edgetech shall be entitled to withdraw from the contract and request reimbursement of expenses incurred.

This entitlement of Edgetech shall apply accordingly if there is a change in the customer's legal form unless the customer can convince Edgetech within one week that it can pay Edgetech's justified claims within the periods of payment.

### 5. Offsetting and rights of retention

5.1 The customer shall only be permitted to offset against Edgetech's claims if its counterclaims have been confirmed by a final court decision or are undisputed.

5.2 The customer shall only be entitled to exercise a right of retention where this is based on a claim arising from the same individual contract as the claim against which the right of retention is exercised. A further limitation of a right as indicated in clause 1 above shall be that a right of retention because of a customer's claim for payment against a claim for payment of Edgetech may only be exercised if the customer's claim for payment is undisputed or has been confirmed by a final court decision.

### 6. Delivery, delivery dates

6.1 Delivery dates are given only for planning purposes and are not binding unless otherwise agreed in writing.

6.2 Edgetech's observance of delivery dates presupposes the prompt and correct fulfilment by the customer of all of his obligations and responsibilities. An objection on the grounds of non-performance of the contract remains unaffected.

6.3 Unless otherwise agreed in writing, the delivery date is deemed to be the date on which the goods are made available for collection by the customer or for dispatch to the customer at Edgetech's warehouse. Edgetech undertakes to notify the customer of this availability.

6.4 The goods will only be dispatched where this has been explicitly agreed.

6.5 Edgetech shall be entitled to make part deliveries in cases where this is reasonable for the customer while considering Edgetech's interests.

6.6 Two weeks after the expiry of a delivery date quoted in the order confirmation, the customer shall be entitled to remind Edgetech and set a specific delivery date. Edgetech will only be in default when this reminder has been received. This shall not apply to cases in which a binding delivery date has been agreed.

6.7 Edgetech shall not be held liable in cases of interruptions as a result of strikes, lock-outs, force majeure, a shortage of manpower without fault, delays of its own suppliers, interventions of authorities and similar circumstances. In the event that Edgetech's delivery is impeded by any such circumstances or as a result of the fact that cooperation or information from the customer is outstanding, agreed delivery dates shall be automatically extended by the duration of the impediment plus a reasonable start-up period after the end of such impediment. Edgetech undertakes to notify the customer of all such impediments. Statutory rights of withdrawal from the contract because of delivery delays, which are independent of fault by the seller, shall remain unaffected.

### 7. Default in delivery

7.1 In the event of a default in delivery, Edgetech shall be required to pay an overall default compensation equivalent to 1% of the (net) value of the delivery for each week of default, however with a maximum of 5% of the (net) value of the delivery.

7.2 Possible claims for compensation of a damage caused by default in excess of this overall default compensation and all other statutory claims and rights of the customer because of default in delivery shall remain unaffected. These latter claims and rights shall be subject to the restrictions as set out in No. 12 below.

### 8. Default in acceptance of the customer

If the customer is in default in acceptance, or if he culpably fails to satisfy other obligations to cooperate, Edgetech shall be entitled to claim compensation of its damage caused thereby and of any additional expenses. All risks concerning the accidental destruction or the accidental deterioration of the purchased goods shall pass to the customer as soon as a default in acceptance of other default occurs.

### 9. Passing of risk

9.1 Unless otherwise stated in the order confirmation, delivery is understood to be on an ex works basis. If the goods are to be sent to the customer at his request, the risk of accidental destruction or accidental deterioration of the goods shall pass to the customer at the time of dispatch.

9.2 If, in case of goods made available at Edgetech's warehouse at the delivery date or at a later date stated in the order confirmation, the goods are not collected or if the dispatch of the goods is delayed on the customer's request or for reasons attributable to the customer, Edgetech shall store the goods at the risk and expense of the customer. The risk of the accidental destruction or accidental deterioration of the goods shall pass to the customer at the agreed delivery date or at any later date stated in the order confirmation.

### 10. Retention of title

10.1 Edgetech shall retain title to all goods supplied to the customer until all payment obligations arising from the entire commercial relationship with the customer have been fulfilled. This shall be understood to include all future, conditional and time-limited obligations.

10.2 Any processing or transformation of the goods by the customer shall always be carried out for Edgetech as the manufacturer, although without any liability for Edgetech.

If the goods are processed or transformed together with other goods not owned by Edgetech, Edgetech shall acquire co-ownership rights in the new thing in the proportion of the value of the goods supplied by Edgetech to the other processed goods at the date of processing. The storage of the resulting solely or co-owned goods shall be at no charge to Edgetech. The new thing created by the processing or transformation shall be subject to the same as the goods supplied to the customer under retention of title.

The same shall apply in the event that the goods that are supplied are combined with other movable things in such a way that they become essential parts of a uniform thing.

If the goods supplied to the customer are inseparably intermixed with other goods not owned by Edgetech, Edgetech shall acquire co-ownership rights in the new thing in the proportion of the value of the goods supplied by Edgetech to that of the other intermixed goods as at the date of intermixture. If the intermixture is carried out in such a manner that the goods of the customer are to be seen as the main thing, it shall be understood that the customer assigns to Edgetech a proportional right of co-ownership. The storage of the resulting solely or co-owned goods shall be at no charge to Edgetech.

10.3 Until the title in the supplied goods has not been transferred to the customer, he shall be required to treat them with due care. In particular, the customer is required to arrange for an as-new insurance policy to cover the risks of theft and damage by fire or water at his own expense.

10.4 The customer shall only be authorized to resell, to process, to intermix or to combine the goods supplied under retention of title only in the ordinary course of business. If the customer defers the purchase prices to his customer in full or in part, a resale is only deemed to be in the ordinary course of business if he sells the goods to his customer under retention of title corresponding to the provisions contained in No. 10.

10.5 As a means of security and without separate agreements in each individual case being necessary, the customer hereby assigns to Edgetech in full all claims arising from the resale of goods subject to a retention of title, including value-added tax, regardless of whether the goods in question were sold without or after processing.

In addition, as a means of security the customer assigns to Edgetech in advance all claims he acquired on any other legal basis (e.g. insurance, unlawful actions) regarding goods that are subject to retention of title. Edgetech accepts the above-mentioned assignments as of the signing of the present contract.

10.6 Edgetech hereby authorizes the customer to collect the payment claims against the purchaser referred to in 10.5 above on his own behalf for Edgetech's account.

Edgetech's right to collect such claims itself shall remain hereby unaffected. However, Edgetech undertakes not to collect such claims provided that the customer (a) complies with his payment obligations, (b) does not fall into default with his payments, (c) particular no application to commence insolvency proceedings is filed and (d) no stoppage of payments occurs. In the event of one of the above conditions (a) to (d) being fulfilled, Edgetech can require the customer to provide it with details of the assigned claims and their debtors, to give all information necessary to enable the collection of these claims to take place, to hand over all related documentation and to notify the debtors of the assignment.

10.7 The customer is not permitted to grant any third party rights in respect of products, which are subject to retention of title of Edgetech, and the assigned claims. The terms of 10.4 above shall remain unaffected.

10.8 At the request of the customer, Edgetech undertakes to release securities furnished to it insofar as the realizable value of these securities not only temporarily exceeds the value of the secured claims by more than 10%. Edgetech shall be responsible for choosing which securities are to be released.

10.9 In the event of any breach of contract by the customer, for example, late payments, Edgetech shall be entitled to take back the goods that are subject to retention of title after prior setting of an additional period of time for performance. If Edgetech takes back the goods that are subject to retention of title, it shall be deemed to be a withdrawal from the contract. It shall also be deemed to be a withdrawal from the contract if Edgetech seizes these goods. Edgetech shall be entitled to dispose of the goods after they have been taken back. After deducting reasonable expenses incurred for realization, the proceeds from the disposal of the goods shall be set off against the customer's liabilities. The costs incurred by taking back the goods subject to retention of title shall be borne by the customer.

10.10 As long as title to the supplied goods has not been transferred yet, the customer undertakes to inform Edgetech immediately, by telex or telephone, if the supplied goods have been seized or are subject to interference by third parties and subsequently confirm this to Edgetech by registered letter enclosing copies of all appropriate documentation.

In the event that Edgetech is required to assert its rights against third parties before the court or out of court, all costs necessarily incurred thereby shall be borne by the customer as far as such an action is the result of a culpable contractual breach committed by him. The customer shall also reimburse all costs incurred by third party proceedings against execution, as far as such proceedings are successful and the costs cannot be recovered from the defendant liable for costs. If the release of the unlawfully seized goods is achieved in out of court proceedings, all costs necessarily incurred thereby and also the costs for retrieving the seized good shall be borne by the customer.

### 11. Warranty and Notice of Defects

11.1 The purchaser shall only have any claim under warranty if he correctly satisfies the requirements of inspection and notice of defects defined in §377 of the German Commercial Code (HGB). Obvious defects are to be notified to Edgetech immediately, but no later than 14 days after the delivery of the goods, and hidden defects are to be notified in writing immediately after being discovered. Otherwise, the goods are deemed to be approved.

Furthermore, in order to maintain his rights vis-à-vis Edgetech in respect of warranty for material defects, the customer further undertakes to notify Edgetech immediately of any notice of defects received from his purchasers in respect of goods originally supplied by Edgetech. Insofar, §377 HGB shall apply accordingly.

Transportation damage is to be notified immediately to the carrier.

11.2 If and insofar as limits have not been expressly agreed for deviations, the rights set out in §437 BGB shall not apply to cases of minor deviations from any agreed or customary quality standards or in the case of only minor impairments of usability.

11.3 In the event of defects of supplied goods, Edgetech shall have the opportunity for subsequent performance within a reasonable period of time. Edgetech shall be entitled, at its own discretion, to repair or to replace the defective goods. Prior to a possible return of goods Edgetech's consent is to be obtained.

Edgetech's right in accordance with §439 para.3 BGB to refuse subsequent performance on the grounds that it would cause unreasonably high costs remains unaffected.

11.4 Claims of the customer for the reimbursement of expenses necessary for such subsequent performance, in particular costs for transport, routing, labour and materials are excluded as far as the costs have been increased because the goods supplied by Edgetech have been transferred to a place other than the place of business of the customer unless such a transfer corresponds with the conventional purpose of the goods.

11.5 If the subsequent performance should definitively fail or Edgetech refuses subsequent performance because of the prerequisites of §439 para.3 BGB being fulfilled, the customer shall be entitled – without prejudice to any claims for damages – to withdraw from the contract or to request a reduction in the price.

11.6 Any claims for damages asserted by the customer because of defects of the purchased goods shall be subject to the restrictions contained in No. 12 below. These restrictions shall apply accordingly if the customer requests reimbursement of futile expenses instead of a claim for damages.

11.7 Recourse claims of the customer against Edgetech as a result of claims made by his own purchasers in respect of goods supplied by Edgetech, shall only exist if there is a warranty claim in the relationship between Edgetech and the customer and so far as the customer has not made any additional agreement with his purchasers that exceed the compulsory statutory warranty claims. It shall be a further condition that, if the goods in question are resold, the customer has imposed appropriate requirements of inspection and notice of defects in accordance with §377 HGB. Moreover, No. 11.4 above shall apply accordingly to the extent of recourse claims of the customer against Edgetech.

11.8 Customer's claims in respect of warranty for material defects shall become statute-barred 12 months after the delivery of the goods supplied by Edgetech. Insofar as longer periods of time are provided in §438 para.1 No. 2 BGB, §779 para.1 BGB and §634a BGB, these shall remain unaffected.

11.9 The terms of this No. 11 shall not apply in cases where Edgetech has fraudulently concealed the defect or granted a guarantee for the quality of the thing. In these cases, the customer's claims shall be based on statutory regulations.

### 12. Liability

12.1 Regardless of the legal basis, Edgetech's liability shall be subject to the following limitations:

a) Edgetech shall be fully liable in respect of wilful behaviour;

b) In the case of gross negligence committed by any of Edgetech's board members or senior officers, Edgetech's liability shall be limited to the typically foreseeable damage that should have been prevented by the respective breached duty of care;

c) In other cases – except for the breach of a fundamental contractual obligation, whose breach would jeopardize the purpose of the contract (a so-called "cardinal obligation") – Edgetech's liability for gross negligence on the part of other persons employed in the performance of its obligations is excluded;

d) In all other cases, excepting those indicated in 12.2 below, Edgetech shall only be liable in the event of a breach of a fundamental contractual obligation (a so-called "cardinal obligation"), as a result of which the purpose of the contract is jeopardized, however, this shall be limited to the typically foreseeable damage that should have been prevented by the respective breached duty of care;

12.2 The limitations of liability set out in this No. 12 do not apply to liability for damages from injury to life, body or health or liability according to product liability law.

Other cases in which statutory regulations provide for a liability regardless of culpability remain also unaffected.

12.3 The limitations of liability described in this No. 12 also apply in favour of Edgetech's legal representatives, employees and other persons employed by Edgetech in the performance of its obligations.

12.4 The limitations of liability described in this No. 12 also apply insofar as liability exists towards a person other than the customer.

12.5 The terms of this No. 12 also apply to all of Edgetech's pre-, after- and extra-contractual obligations vis-à-vis the customer.

### 13. Place of jurisdiction, Place of performance, Applicable law

13.1 The place of jurisdiction shall be the registered seat of Edgetech, insofar as the customer is a merchant. However, Edgetech shall be entitled to commence legal actions against the customer at the court that is competent for the latter's place of business.

13.2 The place of performance for all rights and obligations of both parties arising from the contract shall be the registered seat of Edgetech.

13.3 The present contract shall be governed by the laws of Germany, other than the conflict of laws rules, the application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.