



GENERAL TERMS AND CONDITIONS OF BUSINESS

► Scope

The following General Terms and Conditions of Business (AGB) shall apply exclusively to all deliveries and services of the Gesellschaft für Werkstoffprüfung mbH (GWP). With the order placed with GWP, these AGB are deemed to be accepted. The validity of the customer's AGB's is expressly contradicted.

► General provisions

1. scope and execution of the order

The GWP order confirmation is decisive for the content of the contract. All agreements and amendments must be recorded in writing.

All dates and deadlines for deliveries by GWP are only binding if they have been agreed in writing by the customer and GWP as binding. GWP may use subcontractors. Agreements on dates and deadlines are subject to the proviso that our suppliers meet the obligations they have entered into towards us. Events of force majeure, supply difficulties, as well as operational disruptions beyond GWP's control shall release GWP from its obligation to perform for the duration of such events.

Objections to the contents of a report, an expert opinion, a delivery note or an invoice must be made in writing and specified immediately, at the latest four weeks after receipt. If the customer does not raise any objections within this period, the contents shall be deemed confirmed.

2. terms of payment

Invoices are payable within 14 days after receipt of the invoice without deductions. In the event of late payment, GWP may demand interest at 5% above the discount rate of the Deutsche Bundesbank as compensation. A fee of EURO 20,- may be charged for each reminder.

The customer may only offset undisputed or legally established claims against GWP's remuneration claims.

3. liability, statute of limitations

GWP shall be liable for damages caused intentionally or by gross negligence with regard to the foreseeable damage typical for the contract, firstly in cases of mandatory liability under the Product Liability Act, secondly in the absence of warranted characteristics, if the warranty is intended precisely to protect the customer against damage not occurring to the object of the contract itself, and thirdly in the event of breach of essential contractual obligations, insofar as the achievement of the purpose of the contract is endangered. The liability is limited to the amount of the net order value.

All claims against GWP, regardless of their legal basis, shall become statute-barred one year after delivery/performance of the service, in the case of consequential damages after two years.

4. termination of the contract

If the customer cancels the order before it has been completed by GWP, GWP shall be entitled to payment of the agreed remuneration, less the expenses saved through non-execution.

► terms of sale and delivery

1. prices, additional costs

The sales prices result from the order confirmation and are ex works Zorneding. Costs for packaging and transport will be invoiced separately.

2. dispatch, transfer of risk

Shipment is effected uninsured at the risk of the customer. The mode of dispatch is chosen by GWP.

3. warranty

In the event of justified notices of defects, defective or incorrectly delivered goods will be taken back at GWP's discretion against replacement delivery or refund of the purchase price. The customer has the right of rescission or reduction if a replacement delivery is again defective. The customer shall grant GWP the time and opportunity necessary to remedy any defects. Any warranty is void if a defect is due to the fact that GWP products have been used or repaired improperly.

4. retention of title

All deliveries and services remain the property of the supplier until full payment of the respective delivery has been made.

Our service is the property of the seller. The customer may only resell, process, combine or mix with other property or otherwise connect the deliveries and services subject to retention of title to the extent expressly permitted under the contract. The customer shall not dispose of the goods and services subject to retention of title to any extent beyond this.

4.1 GWP retains title to the delivered goods until all claims arising from the delivery contract have been paid in full. GWP is entitled to take back the ordered goods if the customer acts in breach of contract.

4.2 The customer is obliged to treat the purchased goods with care as long as the ownership has not yet been transferred to him. In particular, in the case of high-value goods, he is obliged to insure them adequately at his own expense against theft, fire and water damage at replacement value. If maintenance and

inspection work have to be carried out, the customer must carry this out in good time at his own expense. As long as ownership has not yet been transferred, the customer must immediately inform GWP in writing if the delivered goods are seized or exposed to other interventions by third parties. Insofar as the third party is not able to reimburse GWP for the court and out-of-court costs of an action pursuant to German § 771 ZPO, the customer shall be liable for the loss incurred by GWP.

4.3 The customer shall be entitled to resell the reserved goods in the normal course of business. The customer hereby assigns to GWP the claims of the purchaser from the resale of the goods subject to retention of title in the amount of the final invoice amount agreed with GWP (including value added tax). This assignment shall apply regardless of whether the delivered goods have been resold without or after processing. The customer remains authorized to collect the claim even after the assignment. GWP's authority to collect the claim itself remains unaffected. GWP will not, however, collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have been suspended.

4.4 The treatment, processing or transformation of the delivered goods by the customer is always carried out in the name of and on behalf of GWP. In this case, the customer's expectant right to the delivered goods continues in the transformed object. If this is processed with other objects not belonging to GWP, GWP shall acquire co-ownership of the new object in the ratio of the objective value of our goods to the other processed objects at the time of processing. The same applies in the event of mixing. Insofar as the mixing is carried out in such a way that the customer's object is to be regarded as the main object, it is deemed agreed that the customer transfers proportional co-ownership to GWP and keeps the resulting sole ownership or co-ownership for GWP. In order to secure the claims of GWP against the customer, the customer also assigns to GWP such claims which accrue to him against a third party through the combination of the goods subject to retention of title with a property; GWP accepts this assignment already now.

4.5 GWP undertakes to release the securities to which it is entitled at the request of the customer, insofar as their value exceeds the claims to be secured by more than 20%.

► Service and work performance conditions

1. prices

GWP's services are invoiced on the basis of the individual prices contained in the written offer. Price quotations in the offer are based on estimates of the required scope of delivery and are not binding. GWP reserves the right to increase the price due to unforeseeable increases in personnel and/or material costs. This does not apply to express fixed price agreements.

2. warranty

GWP provides its services in accordance with the generally accepted rules of technology at the time of the order and the care customary in the industry.

GWP is liable for the defectiveness of its services - if technically possible - by repeating them free of charge, in the case of technical products by rectification. The customer must assert his claim for rectification of defects immediately in writing. The customer shall grant a reasonable time and opportunity to remedy the defects.

3. protection of the work results

GWP retains the copyright to all services rendered - provided they are suitable for this purpose. The customer may only use the expert opinion or the report with all its parts for the purpose for which it is intended as agreed.

4. secrecy

GWP undertakes to make available to the customer all results that have been developed in connection with the order. Any information received or obtained which is not publicly known or accessible will be treated confidentially.

5. delivery of samples

The customer bears the costs and the risk for the delivery of samples. If the samples are shipped by the customer, the test material must be properly packed and marked. The customer is obliged to include all hazard and handling instructions known to him with the samples.

6. sample storage and archiving

Unless otherwise agreed, samples shall be stored for eight weeks, or as long as their condition permits evaluation in accordance with the state of the art. After that they will be returned or destroyed at the customer's expense.

The examined specimens are archived for 5 years if I) storage is reasonable and II) they are smaller than 140mm x 80mm x 10mm. The file of an order with all examinations, photos, protocols and report duplicates is archived for 5 years and destroyed afterwards.

► Data protection and data security

1. GWP is obliged within its area of responsibility to comply with the applicable data protection regulations.
2. GWP is obliged to train all employees who have access to personal data and to commit them in writing to data secrecy in accordance with the BDSG, unless they have already been trained in another way.
3. GWP is obliged to collect, process and use personal data exclusively to the extent necessary for the provision of services. The customer agrees to this and shall ensure that GWP can collect, process and use this data to the extent specified above.
4. the contracting parties shall conclude data protection agreements if and to the extent required by law, in particular an agreement on commissioned data processing of personal data.

5. The German DSGVO came into force on 25 May 2018. This means that the responsibilities and obligations of the contractual partners with regard to commissioned data processing activities are subject in particular to Art. 28 ff and Art. 82 DSGVO. All further information can be found on the GWP website at <https://gwp.eu/footer/datenschutz>

► Force majeure

1. in the event of a force majeure event, GWP shall be released from the obligation to perform the respective services for the period in which such force majeure event continues.
2. Otherwise, German § 275 BGB remains unaffected.

► Confidentiality

1. customer will treat GWP's confidential information as confidential and GWP will treat customer's confidential information as confidential. None of the contracting parties shall disclose confidential information of the other contracting party to third parties, unless the contractual agreement permits this. Neither party may disclose the other party's confidential information to employees or third parties who are involved in the execution of the order and who must have knowledge of it and have agreed to confidentiality obligations which are as strict as those between the parties.
2. The restrictions set out in Section 1 shall not apply to information
 - which was known to the respective contractual partner without a confidentiality obligation prior to disclosure by the disclosing contractual partner;
 - which was or became publicly known through no fault of the receiving contractual partner; or-
 - which was disclosed to the receiving contractual partner by a third party who was entitled to make such disclosure without breaching confidentiality obligations.
3. if the disclosure of confidential information is required by applicable laws or regulations, the receiving contracting party shall be entitled to disclose such information, to the extent permitted by law, for the purpose of defending against such a request.
4. to the extent necessary for the performance of the order, GWP is entitled to pass on information provided by the customer to data sources, courts and/or authorities. This includes, but is not limited to, information with regard to invoicing purposes or the use by the customer of the financial information provided.
5. the above obligations of the contracting parties shall continue to exist beyond the end of the term.

► Final provisions

Should individual provisions of these General Terms and Conditions of Business be invalid in whole or in part, the remaining provisions shall remain valid. Changes to the contract, including the cancellation of the written form, must be made in writing.

This order is subject to and is to be interpreted in accordance with the law of the Federal Republic of Germany, excluding the provisions on choice of law and the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980.

The exclusive place of jurisdiction and performance for all disputes arising from or in connection with the order, including its validity, shall be Ebersberg, Federal Republic of Germany. The same shall apply to persons who do not have a general place of jurisdiction in the Federal Republic of Germany or to persons who transfer their place of residence or habitual abode outside the territory of the Federal Republic of Germany after conclusion of the contract, or whose place of residence or habitual abode is unknown at the time the action is brought.

Zorneding, July 2020