

General Terms and Conditions of Purchase

Mesa Parts GmbH

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1. General Provisions; Scope of Application

- a. These General Terms and Conditions of Purchase of Mesa Parts GmbH (hereinafter, the "Customer") shall apply to all business relations with entrepreneurs (§ 14 of the Civil Code), legal persons under public law or special funds under public law (hereinafter, the "Supplier").
- b. Variant or supplementary terms and conditions of the Supplier shall only form an integral component of agreement if and insofar as the Customer has expressly agreed to their applicability.

2. Offer and Conclusion of Contract

- a. The Supplier's offer shall strictly adhere to the query and expressly point out any variations. Offers shall be binding for the Supplier for at least five working days and may be accepted by the Customer at any time during this period.
- b. Orders of the Customer may be freely revoked until the receipt of the order confirmation or, if the Supplier does not send an order confirmation, until the delivery. The Supplier shall be obliged to confirm the order within two working days by way of an order confirmation in text form or by delivery.
- c. Exact compliance with the specifications mentioned in the order or in the offer, applicable regulations and laws and recognized state of the art shall constitute one of the Supplier's material obligations under this Agreement. The Supplier warrants that the quality of its deliveries and performances shall meet accepted principles, the latest state of the art and legal and administrative provisions and that its deliveries and performances shall be free of design, production and material defects. The Supplier warrants that the products shall not impair or infringe any third party's intellectual property rights. The Supplier shall be obliged to inform the Customer in due time in writing about any change in formula, raw materials, procedures, machinery or equipment or production controls with a potential or actual impact on the quality or execution of the ordered goods and to obtain the Customer's approval.
- d. All obligations arising from the Agreement shall be fulfilled by the Supplier itself. Any production by subcontractors shall only be permissible with the Customer's prior written approval. Even if such approval is granted, the Supplier shall remain fully responsible for the fulfillment of the Agreement.

3. Changes and Additions

- a. The Customer may at any time and at its reasonable discretion request from the Supplier reasonable modifications of and additions to the order until delivery (in the case of contracts for work and services: until acceptance) of the delivered object. The Supplier shall be obliged to propose any changes the Supplier deems necessary or expedient for the successful fulfillment of the Agreement. After written approval by the Customer, the Supplier shall also carry out these changes.
- b. Insofar as a change involves an increase or reduction in costs and/or an overstepping of deadlines, the Supplier shall be obliged to simultaneously with its change proposal or immediately after receiving the change request from the Customer point this out and to present a corresponding subsequent offer. The compensation must be adjusted with due regard to the cost change.

4. Delivery; Default in Delivery

- a. Shipment shall be made at the Supplier's expense and risk (DDP Lenzkirch, pursuant to Incoterms 2010). The Supplier shall cover the transportation risks through an adequate insurance policy at its own expense and shall upon request provide the Customer with the insurance papers. If, based on a separate agreement, freight costs shall be borne by the Customer, the Supplier must choose the most favorable type of shipping for the Customer. The place of delivery and the place of the transfer of risk shall be the destination specified by the Customer.
- b. Unless expressly agreed otherwise, the delivery periods and deadlines specified by the Customer shall be binding. The Supplier shall immediately notify the Customer if the Supplier becomes aware of circumstances indicating a delay in delivery.
- c. The receipt of the object of performance at the destination specified by the Customer or, in the case of deliveries with set-up, assembly or other performances in need of acceptance, the acceptance, shall be decisive with respect to adherence to the agreed delivery periods and deadlines.
- d. In the event of any default in delivery for which the Supplier is responsible, the Customer shall be entitled to request - in addition to further statutory claims - for each full week of default lump-sum compensation for default damage of 1% of the order value, though at maximum 5% of the order value. The Customer reserves the right to assert verifiably higher default damage. The Supplier reserves the right to prove that the Customer has incurred less damage or no damage whatsoever.

- e. The Supplier may only set off claims against counterclaims or retain performances due to such counterclaims if the Supplier's counterclaims are undisputed or have become legally binding or if the claims of the Customer are reciprocal.
- f. The Customer's order numbers and article numbers must be fully specified on all delivery slips, dispatch notes and waybills. The Supplier shall, upon request, further be obliged to issue the Customer with a supplier's declaration for goods with preferential origin status in accordance with Regulation (EU) 2015/2447.
- g. For each individual shipment, the Supplier shall send a detailed dispatch note, separate from the goods and invoice, to the Customer by e-mail at least three working days before the shipment date. The date of the receipt of the dispatch note by the Customer shall be decisive. The delivery slip and packing note shall be enclosed with the delivery. In the case of shipment by sea, the name of the shipping company and the ship shall be specified in the shipping papers and invoices. If a system or device is taken apart and delivered in more than one piece, the pieces shall be labeled and the designations shall be listed and described in the delivery slip in the proper positions.
- h. Tools and equipment may not be loaded together with the delivered objects; otherwise, the Supplier shall bear the costs for the reloading. All shipments not accepted by the Customer as a result of the non-observance of these shipping rules shall be stored at the Supplier's expense and risk. The Customer shall be entitled to determine the content and condition of such shipments. The Supplier shall also be liable for compliance of the shipping rules by its subcontractors. The Supplier shall be liable to the Customer for any damage or costs arising as a result of non-compliance with the above terms and conditions.
- i. Models, devices and other tools shall become the property of the Customer upon delivery, provided they have been invoiced in whole or in part.

5. Prices and Payment

- a. The agreed prices are fixed prices. All prices are exclusive of applicable value-added tax, but inclusive of packing, insurance, transportation and other ancillary costs.
- b. The shipping date, order number of the Customer, article number and Customer's VAT ID number shall be specified on the invoice/credit note. The designation of the delivered object as well as the sequence and prices in the invoices shall correspond to those in the order. Any additional or reduced performances shall normally be listed separately.

- c. Unless otherwise agreed, payments shall be made within 14 days less a 3% cash discount, alternatively in the net amount without any deductions within 30 days, assuming the receipt of the goods and invoice and the approval of the goods. The date of the payment order by the Customer shall be decisive. In the case of contracts for work and services, the acceptance date shall apply in lieu of the delivery date.
- d. Payments shall not constitute any acknowledgment of conditions, prices or features of the delivered object.

6. Warranty

- a. The general limitation period for defect claims shall be 36 months from the delivery to the Customer, in the case of contracts for work and services, from the acceptance. For products which the Customer used for construction work in accordance with their customary application or after express agreement with the Supplier and which caused the construction work to be defective, the limitation period for defect claims shall be 72 months from the delivery; in the case of contracts for work and services, from the acceptance.
- b. In the event of defects, the Supplier shall, at the choice of the Customer, render a subsequent performance by remedying the defect or delivering a defect-free item. If the type of subsequent performance chosen by the Customer is impossible, the Supplier shall be entitled to render the subsequent performance in a different way, provided this is reasonable for the Customer. If the subsequent performance is impossible as a whole, if the Supplier refuses the subsequent performance, if no attempt at subsequent performance is made after setting an appropriate grace period or if the subsequent performance fails, the Customer shall be entitled to rescind the Agreement, without prejudice to the Customer's other rights.
- c. The Supplier shall check and document the quality before delivery. Therefore, after receipt of the products, the Customer shall only inspect whether they correspond to the ordered type, whether the ordered quantity has been delivered and whether any externally recognisable transport damage exists. The parties agree that beyond the above-described obligation to inspect received goods, no inspection or protest obligation shall exist on the part of the Customer. If the Customer detects a defect in the quality of the delivered products, irrespective of whether during the inspection of the received goods or in the further course of processing, the Customer shall notify the Supplier of these quality-related defects within 7 working days.
- d. If defects are detected during inspections of received goods conducted by the Customer that lead to a necessary subsequent performance, the Supplier shall bear the

costs of the quality assurance measures that as a result need to be performed again by the Customer (e.g. repeated inspection of received goods, etc.) in a lump sum of EUR 100 per defect notice. Further claims of the Customer shall not be affected by this provision. The Supplier shall retain the right to prove less and the Customer more damage.

- e. The Supplier shall be obliged to cover the liability risk through insurance and to prove the coverage to the Customer upon request.

7. Provision of Materials

- a. Materials provided by the Customer shall remain the Customer's property and shall be stored, labeled and administered separately by the Supplier free of charge. The materials may only be used to fulfill the Customer's orders. The Supplier shall bear the risk of loss or deterioration of the provided materials.
- b. The processing or refashioning of the ordered material shall be performed for the Customer. The parties agree that the Customer shall become (co-)owner of the new or refashioned object. The Supplier shall store the new object free of charge for the Customer with the diligence of a prudent business person.

8. Documents of the Customer and of the Supplier; Maintenance of Secrecy

- a. The Customer reserves all property rights and copyrights to images, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to the Customer after resolution of the Agreement.
- b. All documents received from the Customer shall be kept secret in relation to third parties, even after the termination of the Agreement. The obligation to maintain secrecy shall only expire if and insofar as the knowledge contained in the provided documents has become known to the general public.
- c. Drawings and all documents required by the Customer for the set-up, operation, maintenance, inspection or repair of the delivered object shall be provided by the Supplier in due time, unsolicited and free of charge; this also applies to the necessary conformity and manufacturer's declarations.
- d. Unless they have already been made available, the Supplier shall request work rules and guidelines of the Customer,.

9. Audits

- a. If audits are foreseen for the delivered object, the Customer and the Supplier shall each bear their material and staff-related inspection costs themselves. The Supplier must notify the Customer in a binding fashion of its audit readiness at least 10 days in advance and agree on an audit date with the Customer. If the delivered object is not presented as of this date, the staff-related inspection costs of the Customer shall be borne by the Supplier.
- b. Any necessary input material certificates shall be prepared at the expense of the Supplier and provided to the Customer at the latest together with the delivered objects.

10. Maintenance of Secrecy

- a. The Supplier hereby agrees to maintain strict confidentiality concerning all documents and information received from the Customer or on the Customer's behalf from third parties in writing, verbally or in any other way concerning the development, design, operation and production of products, technologies, projects, customers, suppliers and all other information about operational procedures, to keep them secret in relation to third parties and to use them exclusively for the cooperation between the Supplier and the Customer. This shall apply irrespective of whether the documents and information are expressly designated as confidential or secret or whether business or trade secrets in the legal sense are concerned.
- b. The Supplier shall not be entitled to use the obtained information for purposes other than the cooperation with the Customer or for purposes of third parties. In particular, the recipient shall be prohibited from registering industrial property rights based on this information. The parties agree that through the disclosure of information no rights or licenses whatsoever shall be granted to industrial property rights or to know-how.
- c. The Customer shall be entitled to request from the Supplier at any time, without specifying any reasons, the return of the provided documents, including all copies.
- d. The Supplier may only refer to the business relationship with the Customer (e.g. in its advertising) after obtaining prior written approval.
- e. The Supplier shall also impose the obligations pursuant to this Section 10 on all employees, agents and other workers who, as a result of their activity, might obtain knowledge of the object of the cooperation between the parties and of operational information. The Supplier, however, shall be obliged only to provide the information to employees, agents and other workers to the extent necessary for the implementation of the cooperation.

- f. Affiliated companies shall not be considered as third parties in the terms of this Agreement. The same obligations to maintain secrecy shall apply to them as to the recipient itself. The Supplier hereby agrees to ensure this through corresponding agreements.
- g. The obligation to maintain secrecy and not to use the communicated information shall no longer apply if and to the extent the information:
 - i. was already known to the Supplier before the notice;
 - ii. was or later became public upon the closing of the Agreement;
 - iii. was made available to the Supplier by an authorized third party;
 - iv. was developed by employees of the Supplier, who did not know the information; or
 - v. had to be disclosed to the competent authorities for purposes of this Agreement, to a court or based on a statutory obligation.

The Supplier shall bear the burden of proof for the existence of these exceptions.

- h. The Customer shall be entitled to request compensation from the Supplier for all damage directly or indirectly based on the breach of any obligation from this Section 10.

11. Reservation of Title

Unless the parties agree otherwise in writing, all forms of extended or prolonged reservation of title shall be excluded, so that any reservation of title validly declared by the Supplier shall only apply until the payment of the goods delivered to the Customer and only for such goods.

12. Respect for Collective Rates and Minimum Wage

- a. The Supplier shall ensure that at minimum the terms and conditions of employment, including the minimum compensation, to which its employees are entitled in accordance with the currently binding Minimum Wage Act (*Mindestlohngesetz; MiLoG*), are respected, if neither a collective agreement nor a legal ordinance are applicable. This obligation shall include in particular the obligation to pay compensation claims in due time.
- b. If the Supplier avails itself of third parties with the approval of the Customer in order to fulfill its duties (subcontractors), the Supplier shall select them carefully and ensure by

contract that they shall likewise fulfill the above obligations. The Supplier shall regularly review this. This review obligation shall include *inter alia* auditing the offers of the subcontractors as to whether they can be calculated based on the requirements set out above. Upon request, the Supplier shall be informed about the details of the commissioning of the subcontractor.

- c. The Supplier hereby agrees to inform the Customer upon request at any time about whether the obligations of the Minimum Wage Act are actually being complied with and to provide the Customer with the documents necessary for this review.
- d. The Supplier shall indemnify the Customer against any liability for minimum wages and against all claims and costs asserted in the event of a breach by the Supplier. The indemnity shall also exist in the event employees of subcontractors commissioned by the Supplier assert claims against the Customer. The Supplier shall in addition be obliged to compensate the damage resulting from any negligent breach.

13. Termination of Continuing Obligations

- a. The Customer may terminate the entire business relationship or individual business transactions for which neither a term nor a variant termination arrangement has been agreed at any time giving a reasonable notice. When calculating the notice period, the Customer shall take the legitimate interests of the Supplier into account.
- b. The entire business relationship or individual business transactions may be terminated without notice in the event of good cause that makes it unreasonable for the Customer to continue the business relationship or individual business transactions with due regard to the legitimate interests of the Supplier. If the good cause consists in the breach of a contractual obligation, the termination shall only be permissible after the unsuccessful expiry of an appropriate grace period to remedy the breach or after an unsuccessful warning. This shall not apply if the establishment of a grace period can be dispensed due to individual circumstances of each case.

14. Place of Performance and Jurisdiction; Applicable Law

- a. The place of performance for all obligations arising from this Agreement and the place of jurisdiction for all disputes arising from the business relation shall be Lenzkirch, Germany. However, the Customer shall also be entitled to sue the Supplier at the Supplier's general place of jurisdiction.
- b. The law of the Federal Republic of Germany shall apply in a supplementary fashion to all legal relations between the Customer and the Supplier; the application of the UN

Convention on Contracts for the International Sale of Goods and comparable international arrangements is hereby excluded.