

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS - "Seller" means either Wilhelm Schulz GmbH or Schulz Export GmbH as indicated on the Seller's quotation and/or order acknowledgement. "Buyer" means the business entity that provides Seller with a purchase order or other procurement document.

2. CONTRACT FORMATION - These terms and conditions of sale (the "Seller Terms and Conditions") apply to all quotations and offers made by and purchase orders performed by Seller. To the extent that the Seller Terms and Conditions conflict with or are different from those contained in any Buyer purchase order or other procurement document, the Seller Terms and Conditions will control and any additional or inconsistent terms are rejected by Seller unless Seller's acceptance thereof is in writing and specifically refers to each such additional or conflicting term.

3. PRICES/PAYMENT - All prices are in EU Euros unless otherwise agreed. All prices are subject to adjustment by Seller based upon the cost to Seller of raw materials at the time of raw material purchase by Seller. Unless otherwise agreed, payment terms are net 30 days from the date of invoice. Amounts not paid when due are subject to a late payment charge of nine percentage points above the basic rate of interest. Invoices not paid by the due date may result in an automatic hold on the shipping and production of goods until Buyer's account is current. The Buyer shall only be entitled to assert a right of retention or withholding to the extent that his counterclaim is uncontested, ready for decision or has been finally adjudicated.

4. PRICE ADJUSTMENTS - Any change in price resulting from a Buyer-directed change will be agreed upon prior to any change of production equipment and prior to Seller's manufacture of modified goods.

5. DELIVERY & TITLE - Delivery will be Free Carrier Agreement (FCA) Seller's dock, per Incoterms 2020. Seller may deliver in partial shipments and Buyer will accept such shipments in accordance with applicable contractual terms. Seller will make reasonable efforts to meet specified delivery dates. Seller will not be responsible for any failure, interruption or delay in manufacture or delivery that is related to sabotage, fire, flood, explosion, war, act of, or priorities granted by request of or for the benefit of, any governmental authority, shortage of raw materials or supplies, acts of God or other causes beyond Seller's reasonable control. Seller will not be liable for any damages incurred by Buyer as a result of delay in shipment. Title to the goods will not pass to the Buyer until all sums on all accounts due from the Buyer have been fully paid to the Seller.

6. ORDER CANCELLATION OR RESCHEDULING - Buyer may not cancel, modify or reschedule an order without the Seller's prior written agreement.

7. REJECTION - Final acceptance or rejection of goods will be made as promptly as practicable after delivery thereof to Buyer. Any defect or non-conformance becoming apparent in the goods after such acceptance will be subject to the terms of Section 8 below.

8. WARRANTY - All goods delivered hereunder will, for a period of 12 months after delivery, conform to Buyer's specifications, such conformance to be determined and demonstrated by the then in effect inspection methods and standards directed or approved by Buyer. Buyer is responsible for specifying the acceptance criteria, including criteria that will ensure that subsequent processing (e.g., machining, heat treating, etc.) will yield a finished part or product acceptable to Buyer. If goods do not conform to the requirements set out in the preceding two sentences, Seller will, at its reasonable option and as Buyer's sole and exclusive remedy, either rework, replace, or compensate Buyer for Seller authorized repair of goods that are non-conforming. The warranty provisions herein will not apply if (a) the goods were rejected by the use or application of test or inspection procedures or processes not agreed to by Seller; (b) Buyer has or has attempted to correct, repair, rework or otherwise alter the goods without Seller's prior written authorization; or (c) the goods passed the inspection methods and standards directed and approved by Buyer (the "Approved IMS") but do not pass the Approved IMS after work by Buyer or its subcontractors (e.g., machining, welding, heat treating, etc.) because such work reveals a defect that was not previously detectable using the Approved IMS. THIS WARRANTY IS TO THE FULLEST EXTENT PERMITTED BY LAW IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED. SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER DOES NOT WARRANT THE ADEQUACY OF BUYER'S DESIGN OR SPECIFICATIONS OR THE INSPECTION PROTOCOL. No person is authorized to give any other warranties on Seller's behalf.

9. LIABILITY - Seller's liability for damages caused by slight negligence, irrespective of its legal ground, shall be limited as follows: (i) Seller shall be liable up to the amount

of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations; (ii) Seller shall not be liable due to a slightly negligent breach of any other duty of care applicable. The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (Produkthaftungsgesetz), and liability for culpably caused injuries of life, body or health. In addition, such limitations of liability shall not apply if and to the extent Seller has assumed a specific guarantee.

10. INFRINGEMENT INDEMNIFICATION - If goods are made according to Buyer's design, specifications or instructions, Buyer will indemnify, hold harmless and defend Seller against any liability or claim whatsoever for patent, trademark, trade name or other intellectual property right infringement or misappropriation resulting from such design, specifications or instructions. The foregoing states the entire obligation of Buyer and Seller with regard to infringement of intellectual property rights.

11. SELLER-OWNED TOOLING - Unless otherwise agreed, all tooling and fixturing will be and remain Seller's property and will be held by Seller.

12. INTELLECTUAL PROPERTY OWNERSHIP - (i) Each party retains ownership of all intellectual property rights that existed as of the date hereof; and (ii) any intellectual property related to the design of the goods generated hereunder is owned by Buyer; provided, however, that any intellectual property (a) suggested, discerned or arising as a result of the manufacture of goods hereunder and (b) related to manufacturing processes and procedures based in whole or in part upon Seller's intellectual property rights is owned by Seller, including without limitation any intellectual property related to the design know-how associated with tooling used to manufacture goods hereunder.

13. DISPUTE RESOLUTION - The interpretation of the terms and obligations hereunder will be construed and governed by German law, excluding private international law rules and excluding the U.N. Convention on Contracts for the International Sale of Goods. In any effort to enforce the terms and obligations hereunder, the complaining party will first notify the other party in writing of the alleged dispute and the parties will attempt in good faith to resolve the dispute through prompt discussion and meeting between representatives having decision-making authority regarding the dispute. If the dispute is not resolved by the 30th day after written notice of the dispute was first made, the complaining party may seek appropriate legal action provided that either party may seek preliminary injunctive or other equitable relief at any time to prevent irreparable harm. Legal action may be brought only in the German courts located in Krefeld. Where the Buyer is not an EU entity, the Seller may at any time by written notice to the Buyer elect that any such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in Krefeld, Germany by one or more arbitrators appointed in accordance with the said Rules.

14. SET-OFF - The Buyer shall only be entitled to a set-off if his counterclaim is uncontested, ready for decision or has been finally adjudicated.

15. ASSIGNMENT/CHANGE OF CONTROL - Neither party will assign its rights or obligations hereunder without the prior written consent of the other party, which consent will not unreasonably be withheld. Buyer must notify Seller in writing prior to any transfer of 25% or more of the direct or indirect ownership or control of Buyer. Seller may immediately terminate all outstanding orders with no liability to Seller if 25% or more of the direct or indirect ownership or control of Buyer passes to a person or entity that Seller determines to be a direct or indirect competitor of Seller.

16. ENTIRE AGREEMENT - These Seller Terms and Conditions (and any long term agreement under which an order is issued) constitute the entire agreement between the parties with respect to the subject matter herein and supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. No waiver, alteration, modification or addition to these Seller Terms and Conditions will be binding unless expressly agreed to in writing and signed by duly authorized representatives of Buyer and Seller. A waiver of any of the terms or conditions hereof will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed.