

Terms of MÜHLBEYER Werkzeug- und Formenbau GmbH

1. General - Scope

1.1. These terms and conditions apply to all current and future business relationships with companies, legal entities under public law or public special assets, which are hereinafter referred to as "Customer".

1.2. Our terms and conditions apply exclusively. Differing, conflicting or additional terms and conditions or contract works, even if known, not part of the contract, unless their validity is expressly agreed in writing. These are also not valid if we do not contradict them expressly or unconditionally provide services to the purchaser or accept services of the purchaser. We have the right to cancel the contract if the buyer of the validity of our general terms and conditions contradict. Terms of the purchaser also then not be valid if they differ regardless of the content of our rules of legal regulations.

1.3. Our terms and conditions apply to all contracts, supplies and repair services and other services.

1.4. Changes to our terms and conditions are given to the purchaser in writing. They are considered accepted if the customer does not contradict in writing. The opposition must be received within one month after the notification of change our customer has been received.

2. Conclusion

2.1. Our offers are not binding. Subject to technical changes in coordination with the customer.

2.2. The order is binding on the buyer. We are entitled to accept the contract offer contained in the order within 4 weeks after placing the order. The assumption is usually by sending an order confirmation, by executing the contract or otherwise.

2.3. From customer drawings, diagrams, dimensions, weights or other performance data are only binding if this is agreed in writing. Otherwise, they are to be understood as only approximate.

2.4. All contracts for goods and services and all other agreements and legally relevant declarations shall be legally confirmed in writing. This also applies to supplements and changes. As far as our employees make oral agreements or provide assurances which go beyond the written contract, they always require our written confirmation.

2.5. The final contract is subject to correct and timely delivery by our suppliers. This applies only in the event that the non-delivery is not our responsibility. The customer will be informed about the unavailability of the service. A possibly already received partial payment will be refunded immediately.

3. Payable service

3.1 Service in the phase Article creation:

- Collect all necessary data for the provision of the offer - Complete the standardized offer form
- Detailed tool and quotation calculations
- Cost transparency "Open Book"
- Assessment and determination of the means of production at the customer's premises
- Feasibility studies regarding the product
- Simulation and analysis (Mold-Flow among others)

3.2 Service in the phase of tool production:

- Permanent availability of project managers by mobile phone
- Provision of drawings, scheduling and cooling plans
- Documentation and storage of all data after each change
- Progress monitoring of tool making
- Photodocumentation of tool development
- DIN / ISO compliance (or further regulations, regulations)
- Adapt the data to the desired data format
- Label on the tool
- Creation of teachings for the specific plastic part
- Production of machine elements

3.3 Service in the phase optimization / transfer:

- Design of the production machine based on the tool dimensions
- In-house optimization of the machine-tool system / on-site at the customer's premises
- Sample test including measurement report for the finished part
- Transfer of the injection data from the sampling
- Provision of drawings, scheduling and cooling plans
- 3D data for self-repair are provided
- Complete tool construction / know-how is provided
- Adapt the data to the desired data format
- Training for tool assembly
- Production of zero and small series (function patterns, capacity equalization)
- Complete logistic processing
- Completion of all customs formalities
- Process capability on site

3.4 Service in the phase tool utilization:

- Storage of the electrodes, if required, shipping to the customer
- Accept tools outside of hours 8.00 am to 4.00 pm and pick up tools
- Taxi service for tool repairs
- On-site consulting as required

3.5 After-sales services:

- Support for tool and production relocations
- Maintenance and, in particular, qualified repair (no binding of customer-specific capacities)
- Technology support as a system supplier and problem solver

- High availability of (purchased) spare parts and complete tools
- Storage of the tool and post-production of articles
- Conversion to new version
- Preparation, refurbishment (rehabilitation)
- Optimization of the following tool
- Withdrawal and scrapping

4. Payment / Due date for payment / late payment

- 4.1. Our prices are, unless expressly agreed in writing, ex works excluding packaging plus the applicable VAT (VAT incl.).
- 4.2. Change after the price agreement taxes or other extraneous expenses included in the agreed price, or new ones arise, we are entitled to the appropriate amount to a price change. We further reserve the right to increase the agreed price when entering due to a change in the market price or by increasing of companies included in the delivery Third remuneration required circumstances that significantly increase the cost of production or the purchase of the product in relation to the date of the price agreement.
- 4.3. Unless otherwise agreed, the agreed total price 1/3 excl. Of VAT. As payment after receipt of order confirmation, 1/3 excl. Of VAT. After delivery or display of readiness for delivery, the rest excl. Of VAT. Upon acceptance, but no later than 14 days after delivery or notification of readiness for delivery, due. Other payment require the express written agreement.
- 4.4. Unless otherwise agreed or stated in our invoices, payment shall be made without deductions, especially without discount - to be carried out in such a way that we can have on the due date of the amount. Payment transaction costs borne by the purchaser. A Withholding unjust and a right of set off only as far as his claims are undisputed or legally.
- 4.5. The customer is at least 10 days after the due date and receipt of the invoice or receipt of the service in default without the need for a special reminder.
- 4.6. If this payment period is exceeded, the purchaser has to pay without warning, from the due date interest at the rate of 8 percentage points above the base rate. The assertion of further damage is reserved.
- 4.7. Notes are accepted for payment only after prior written agreement. Costs and expenses are charged to the purchaser. In special cases we reserve the right to refuse acceptance of checks.
- The acceptance of checks or bills of exchange is voluntary and conditional payment. only takes you with encashment for payment.
- 4.8. Travelers representatives, technicians and drivers we are only entitled to accept payments if they produce a power of attorney.
- 4.9. Payments may be credited by us to other outstanding claims.
- 4:10. Failure to comply with the payment or circumstances that are us after the respective contract has been entered and give rise to justifiable doubt as to the solvency of the customer, have the immediate maturity of all our claims against the customer, including current exchange obligations. We are entitled in this case to terminate the contract and to demand compensation for any resultant damage thereby, unless the customer pays in advance or sufficient security.
- 4:11. We are entitled to take back the goods at a default by the purchaser and exploit. The goods will be with the actual proceeds after deduction of exploitation - credited redemption fees. In the return of the goods does not constitute withdrawal from the contract. When recycling, we are not bound by the rules on self-help sale and can the delivery item, after we have the customer unsuccessfully set a reasonable extension, sale by private treaty. We can make a damage amounting to 25% of the order value in this case no separate proof. Evidence of minor damage by the customer or a higher amount by us is not excluded.
- 4.12. Our claims the purchaser may only set off claims in its own right that are uncontested or legally, offset. The customer has a right of retention with regard to the claims from the same contractual relationship that are uncontested or legally. In the latter case it may withhold the payment of compensation for deficiencies of parts of the delivery or service only to the extent that corresponds to the value of the defective delivery.
- 4.13. For samples, sketches, drafts and other planning services, which are specifically requested by the customer, is the agreed remuneration to be paid, even if the order is not placed.

5. Delivery and acceptance / purchase obligation

- 5.1. When carried out delivery of the goods, unless otherwise agreed, shipping and transportation expense and risk of the purchasers. The cost of any transport insurance borne by the purchaser. Any damage must be noted immediately by factual report to the transport contractor.
- 5.2. In preventing the Purchaser shall carry out the decrease in the short term. If it fails to decrease due to justifiable reasons by the purchaser, it shall apply with the deadline of 14 working days as having been made without the need for a separate mention.
- 5.3. Goods ready for dispatch, which is not accessed by the customer within 5 working days will be stored at the expense and risk of the purchaser.
- 5.4. Meets the customer is ne purchasing obligations not or not in due time, we are, without prejudice to any other rights, not bound by the rules on d s self-help sale and can the delivery item, after we have the customer unsuccessfully set a reasonable extension, sale by private treaty. We can make a damage amounting to 25% of the order value in this case no separate proof. Evidence of a lower n damage by the customer or a higher amount by us is not excluded.

6. Delivery time

- 6.1. Delivery dates are - unless expressly agreed otherwise in writing - without obligation.
- 6.2. Agreed delivery periods begin after receipt of all documents required for the execution of the order, the payment in accordance with Clause 4.3) and the timely provision of materials, if agreed upon, on the day on which the order is finally resolved in technology and design. With notification of dispatch the delivery period shall be deemed complied. If the nature or scope of the order subsequently amended, by consensus, an optionally originally agreed delivery time is overridden.
- 6.3. If the buyer is in default of acceptance or culpably violates other cooperation obligations strength, we are entitled to the damage resulting from it - to demand compensation - including any additional expenses. Further claims, in particular the right to cancel the contract, we reserve the right.
- 6.4. If an agreed delivery period due to our fault not being complied with, the customer, in case we do not gross negligence o the acted deliberately, justified the exclusion of further claims after a reasonable period of grace to demand compensation for the delay

or rescind the contract. The compensation for delay is limited to a maximum of 5% of the part of the delivery which has not been made according to the contract. Withdrawal is excluded if the purchaser himself is in default of acceptance.

6.5. Unforeseen, unavoidable force majeure, including strikes and lockouts, with us or one of our suppliers, which prevent us or our suppliers on the timely, proper execution, we are entitled at our discretion, to terminate the obligation to deliver all or part of or suspend, Exceeding of delivery times the customer is obliged to accept. The customer will be informed by us immediately on entry of a case of force majeure. Force majeure includes all unforeseen, not unpreventable circumstances which make delivery difficult or impossible, such as currency and trade policy measures, operational disturbances (for example, fire, raw material - or lack of energy) and obstruction of traffic routes, namely irrespective of whether these circumstances occur with us, our suppliers or subcontractors. We are committed to a careful selection of our pre- and subcontractors.

7. Transfer of risk

7.1. The risk of accidental loss and accidental deterioration of the goods even with delivery free of charge to the buyer when the goods have left the factory or warehouse. This is true even if the transport is carried out with our own means of transport, partial deliveries or if we have other benefits, such as took over dispatch costs, transportation, installation or commissioning.

7.2. The absence of specific written agreements, we shall have to choose the shipping route, shipping methods and the means of transport and the type of packaging. The conclusion of transport insurance occurs - unless otherwise agreed - by the purchaser.

7.3. The risk of accidental loss and accidental deterioration of the goods passes to the purchaser when the latter is in default of acceptance. Delayed or remains the dispatch, pickup or acceptance due to circumstances that are not attributable to us, the risk is transferred from the date of notification of shipment, collection or acceptance readiness transferred to the purchaser.

7.4. Delivered objects are, even if they have minor defects, without prejudice to the rights in paragraph 8.) by order he accept.

8. Rights of the purchaser for material defects and defects

8.1. For defects of the delivery item and legal defects, we are liable to the exclusion of further claims subject Paragraph 10.) as follows: We do not assume any guarantees in terms of stricter liability or the assumption of specific initial duties, unless the acquisition is agreed in writing and the term "warranty" explicitly used. In particular, samples, patterns and details are about the quality of the delivered prior mere specification and do not constitute guarantees. A reference to mentioned by the purchaser data or the recurrence of such data is also used only the specifications and does not constitute a guarantee of quality; no such data from us are checked for technical or other accuracy.

8.2. The Purchaser shall pay particular with regard to the intended use, the responsibility for the accuracy and Completeness of the handed over to us technical documents and drawings, and for the technically correct design and manufacturing purpose-locking design of the materials provided by him models, tools or manufacturing equipment, even if changes are proposed, the Customer's approval. Furthermore, the client shall warrant that because no proprietary or other rights of third parties are infringed. If we are taken by a third party for damages in whose cause is the responsibility of the customer, this shall indemnify us from such claims by third parties and / or compensate the third party any damage. If selection pattern sent by the customer, we only ensure that the supply in accordance with the selection pattern is carried out taking into account any adjustments liable. Decisive for the contractual condition is the date of transfer of risk.

8.3. The customer has to the delivered goods immediately for quality and quantity and obvious defects immediately, within 7 days after delivery of the delivery item at the destination to us in writing, otherwise it is impossible with his warranty rights.

For hidden defects, this applies accordingly with the proviso that the defect is reported in writing within 7 days of discovery. Deadline is sufficient, timely dispatch of the defect notification. The purchaser bears the full burden of proof for all claims, in particular for the defect itself, for the time of discovery of the defect and the timeliness of the complaint. After carrying out an acceptance of the delivery by the purchaser's claims of defects that were evident in the testing and inspection.

8.4. We must be given in all cases the opportunity of assessing the notified defect itself. In urgent cases of danger to operational safety or to prevent excessive losses of the customer we determine the defect notified immediately. Defective goods must be returned to us immediately upon request. If the purchaser does not comply with these obligations, he will lose any claims for material and legal defects.

8.5. Warranty claims do not exist if only insignificant deviations from the property or only insignificant impairment of usability available.

8.6. For defects of the delivery item, we initially provide subsequent fulfillment, where we can choose between eliminating the defect (repair) and the delivery of a flawless item (replacement) is reserved. We can eliminate at least twice any defects or replace; we can switch to replacement of rectification. We are for the delivery of such goods is obliged under the repair or replacement, which correspond to the original order, in particular, the design provided by the customer or the types or prototypes or engineering drawings, which he has accepted. Replaced parts become our property.

8.7. The customer can only explain as part of the statutory provisions to withdraw from the contract or demand compensation in accordance with paragraph 10.), if we - can elapse without a reasonable deadline for subsequent performance or if there is failure of performance - taking into account the statutory exceptions. An additional period is appropriate when it is half of the original delivery date, but at least is 2 weeks. The right to price reduction (abatement) is excluded.

8.8. By supplementary costs incurred, we do not wear, if the expenses increase because the delivery item has been brought to another place than the place, unless this would correspond to its normal usage.

8.9. Claims for defects of the delivery item shall expire 12 months from the delivery or - if acceptance has been made - from this, in the alternative, from display of readiness for acceptance.

8.10. The repair or replacement does not lead to a new beginning of the limitation period. However, this is extended by the duration of the caused by the repair work interruptions of use.

8.11. No guarantee is given in the following cases in particular: Incorrect or negligent treatment, unsuitable or improper use, by the purchaser or third parties, natural wear, unsuitable equipment, chemical, electronic or electrical influences, provided they are not due to a fault of the purchaser.

8.12. To carry out all necessary according to reasonable discretion repairs and replacement deliveries the customer has to give us upon notifying us of the time and opportunity, otherwise we are exempt from liability for the consequences arising therefrom. Only in urgent cases of danger to operational safety and to avert disproportionately large damage, whereby we must be informed immediately, the purchaser has the right to eliminate the defect itself or by a third party and to demand reimbursement of the necessary costs.

8.13. If the customer or a third party improperly, there is no liability for the resulting consequences for us. The same applies to without prior approval from us any changes of the delivery item.

8.14. The above provisions are also used in products other than contractual goods.

9. Liability for additional obligations

9.1. In the case of omitted or incorrect information, proposals or advice both before and after the contract as well as in breach of other contractual obligations apply to the exclusion of any other claims the provisions of sections 8.) and 10.).

10. Liability for other power disturbances

10.1. Our liability for damages - irrespective of the form of the legal grounds, in particular from the breach of contractual and non-contractual obligations (such as delay, impossibility, breach of duty according to § 280 ff BGB, lack -. And consequential damages), due on contract and for breach of contractual and statutory collateral duties - is, for our non-managerial employees and other agents, to intent and gross

Negligence. In a culpable breach of contract which jeopardizes the contract goal, we are also liable for slight negligence. Further claims for damages are excluded.

10.2. The above mentioned disclaimer does not apply in case of culpable injury to life, limb or health. That extent we are for every degree of fault. Claims for damages for defects that were fraudulently concealed or whose absence has been guaranteed, and faults, there is liability for after the product liability law also remain unaffected.

10.3. As far as we are liable for slight negligence, our liability is limited to the amount of the contract-typical, reasonably foreseeable damage, but not so far as there is liability for injury to life, limb or health or according to the product liability law or if from a guarantee provided a further liability arises. The same applies if we liable for gross negligence of non - managerial employees or other agents stick.

10.4. As far as liability for defects is excluded, we are not liable for defects of the delivered goods and to claim damages.

10.5. Insofar as liability for damages which are not based on injury to life, limb or health is not excluded for slight negligence, barred within 12 months from the date the claim arises or claims for damages due to a defect after delivery of the thing. This does not apply if the law prescribes a longer limitation period or after we adhere Product Liability Act.

10.6. These provisions also apply with regard to the personal liability of our employees, workers, employees, representatives and agents.

11. Retention of title

11.1. We reserve the title to the goods until full settlement of all claims from an ongoing business relationship (reserved goods).

11.2. The delivery items (reserved goods) shall remain our property until all we have against the purchaser from the business relationship have been claims.

11.3. In the case of combining or mixing, our ownership continues to the newly created object in proportion of the delivered goods to that of the new object. Treatment and processing of the goods is carried out for us as manufacturer within the meaning of § 950 BGB. The processed goods are considered reserved goods under section 11.1). In processing, combining and mixing of the goods with other goods by the Purchaser with the ownership is us pro rata to the new item. If our property by combining or mixing, so we transmit the purchaser already now his ownership rights to the new stock or new item to the extent of the value of the goods and holds them in custody for us. The co-ownership rights of the purchaser shall be deemed reserved goods within the meaning of Paragraph 11.1).

11.4. As long as the ownership has not been transferred to him, the buyer is possibly already in possession of the goods located is obliged to handle this with care.

11.5. The purchaser is obliged to inform us third party access immediately to the goods, in case of a seizure, and any damage or destruction of the goods. A change in ownership of the goods and the change of the head office must notify us immediately by the customer. If the third party is not in a position in an attachment to reimburse the court costs of an action pursuant to § 771 ZPO, the purchaser liable for the loss thus caused us. The customer, however, the goods may not pledge or of collateral itself. The customer has to reimburse the judicial and extrajudicial costs of action under § 771 ZPO and is liable for the resulting loss.

11.6. We are entitled to withdraw in breach of contract, especially in case of default, the contract and reclaim the goods.

11.7. The purchaser is entitled and authorized that he ownership of the reserved goods reserves itself until full payment of the purchase price against its customers to resell the conditional commodity or to another sale transaction it under proper management on the condition. To other dispositions, he is not entitled. The purchaser hereby assigns to us all thereunder, entsteh border claims up to the billing - final amount excluding VAT with all ancillary rights against his customers or third parties for the security from which accrue from resale to his customers or third parties, regardless of.. whether the goods have been resold without or after processing.

We accept the assignment. The customer remains authorized also after the transfer until revocation to collect these receivables r. The processing and disposal authority of the purchaser expires if he his payment obligations to not comply with us, for violating agreements concluded otherwise egregiously against us or become insolvent. As

Forfeiture of assets applies payments, indebtedness, registration of insolvency proceedings and any other serious change in the financial circumstances of the customer, which can be dangerous for our securities. The customer is then obliged to cooperate during the claim. After elimination of the right of disposal of the purchaser, we are entitled to secure our ownership of the reserved goods, in particular to take the reserved goods in stock at the purchaser's expense located individually owned. From the above, our power in the demand remains,

collect, untouched. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the agreed proceeds, is not in arrears and in particular no application to open insolvency or method is provided or payments. If this is the case, we can demand on the one hand that the customer discloses the assigned claims and their debtors, for collection necessary, hand over the relevant documents and informs the debtors (third parties) of the assignment, in addition, all claims arising from the business relationship are due immediately; Bonuses deemed forfeited. The assigned to us by the purchaser in advance claims also relate to the acknowledged balance, and in the event of insolvency of the buyer to the then existing "causal balance". They serve to the same extent as the reserved goods. Upon sale of goods in which we have co-ownership, a co-ownership the corresponding part is assigned.

11.8. We undertake to release the securities due to us upon request of the purchasers to the extent that the realizable value of our

securities exceeds the secured claims by more than 20%; the choice of the collateral to be released.

11.9. We can withdraw from the contract and demand the immediate return of the delivery item if placed on the customer's assets application for commencement of insolvency proceedings, submitted an affidavit pursuant to § 807 ZPO or insolvency proceedings is rejected for lack of.

12. Models / tools / manufacturing facilities of the customer

12.1. If the customer models and tools / production facilities provides us these are to be sent free of charge. We can demand that the customer drawing them back at any time; fails to comply with such request within 3 months, we are entitled to send him at his own expense or store them at its own expense. The cost of maintenance, modification and replacement of its facilities by the purchaser.

12.2. The purchaser is liable for technically correct constructions and the production end, securing execution of the work provided by him available tools or manufacturing equipment, we are however entitled to technically induced changes. We are not obligated without special agreement, to check the conformity of the provided facilities with accompanying drawings or patterns. Claims for compensation for consequential damages exist only in accordance with subsection 8.) and 10.). From us unneeded tools or manufacturing equipment of purchasers we can return at the expense and risk of the purchasers, or - if the purchaser of the call for pickup within a reasonable time does not comply with - to usual, keep the Purchaser shall bear costs and and after reasonable notice destroy threats at the expense of the purchasers.

12.3. All models, tools and production facilities of the customer will be treated with that care that we maintain in his own affairs. On request of the customer, we are obliged to insure its facilities at its own expense. Claims for compensation for consequential damages are excluded.

13. Copyright

13.1. Illustrations, drawings, designs, models, samples, calculations and other offer - and contractual documents - including in electronic form - services and we design services and proposals for the design and manufacture of molds, we reserve all rights of ownership and copyrights and possibly . intellectual property rights, in particular, all useful

and exploitation rights. Without our e express written consent they may not be copied or reposted. This applies particularly to those documents which are designated as "confidential". At our request, or for failure to comply the order s them to be returned immediately. The Contracting Parties shall secure to each other to the secrecy of the entrepreneurial s and technical details. The buyer undertakes not to remove manufacturer's specifications or to modify.

13.2. Are we obliged to deliver according to drawings, models, samples or using parts provided by the purchaser, the purchaser is responsible for ensuring that rights of third parties are not violated in the country the goods are being.

13.3. The purchaser must inform us rights known to him. The purchaser may make against us with respect to sent in or prepared on his behalf or procured models, tools or manufacturing equipment claims of copyright or proprietary rights only if he has informed us about the existence of such rights.

If we are taken by a third party for damages in claim whose cause is attributable the purchaser is, this has us of such third-party claims and reimburse us or the third party any damage.

13.4. If we prohibit the production or supply of a third party relying on a his property right, so are we - without checking the legal situation - to suspend work pending resolution of the legal situation by the purchaser and the third party. Should we by the delay, the continuation of the contract should become untenable, so we are entitled to withdraw.

14. Performance and Jurisdiction / Final Provisions

14.1. If a customer is domiciled outside the Federal Republic of Germany (foreign buyer) or his representative the delivery item or transported or dispatched it, so the purchaser has to teach us him abroad for tax export certificate required. If this evidence is not provided, the customer has to pay the sales tax applicable for delivery within the Federal Republic of Germany to the invoice amount.

14.2. For deliveries from the Federal Republic of Germany to other EU - Member States has its tax us before delivery the customer - notified identification number, under which his income is taxed in the EU. Otherwise, he has to pay for the supply in addition to the agreed remuneration the legally owed by the supplier sales tax amount.

14.3. Our seat is fulfillment and jurisdiction. Even in the event that the office of the purchaser in the time of action is unknown, and in the event that the customer moves its domicile or habitual abode outside the purview of the law after contract conclusion, we he agreed seat of jurisdiction.

14.4. The contract, including these general terms and conditions are governed exclusively by the laws of the Federal Republic of Germany under exclusion of the CISG (CISG) judges even when border cases, in particular for foreign orders and deliveries abroad.

14.5. If any provision of the contract with the purchasers, including these terms and conditions be wholly or partially invalid, this shall not affect the validity of the remaining provisions. The whole or in part invalid provision is to be replaced by a provision in the case of a missing dispositive statutory law, the economic success of the invalid as near as possible. The same applies to incomplete provisions

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