

General Terms and Conditions of Sale Ensinger GmbH

I. Application, scope and rejection of third-party T&Cs, Contract Conclusion

1. These General Terms & Conditions of Sale apply to all our business relationships with our customers provided that the customer is a trader (§ 14 of the German Civil Code [Bürgerliches Gesetzbuch - BGB]), a legal entity under public law or a special fund under public law. We shall only supply goods and services on the basis of these General Terms & Conditions of Supply, regardless of whether the individual case is a purchase contract, contract for labour or labour and materials or another contractual relationship. This also applies to future transactions. Ensinger does not conclude contracts with consumers (B2C) within the meaning of EU consumer protection law.

2. We do not agree to the inclusion of our customers' General Terms & Conditions of Business even if we do not contradict on an individual basis respectively perform supplies or other goods and service.

3. Our offers are subject to change and non-binding, unless they are designated as binding. The order of the goods by the buyer shall be deemed to be a binding offer of contract. The contract shall only come into existence with our order confirmation, unless a written contract has already been concluded elsewhere or the order has been executed without confirmation.

II. Information, technical documentation, moulds and tools, transport steel stillages

1. If we send the customer technical documentation or other information about our products such as illustrations or technical drawings, the customer is only permitted to use them for the purpose intended by us and is not permitted to make them available to third parties, with the exception of governmental authorities and the courts.

2. We retain the title and copyright to such documentation. The customer must return it to us immediately and free of charge at our request.

3. Unless otherwise agreed, moulds and other tools remain our property even if the customer covers their costs.

4. If we use own steel stillages for the transport of our products, the steel stillages are property of Ensinger and customers shall send the steel stillages back to us respectively store them separate from own means of transport.

III. Supply of materials

1. If the customer is required to supply materials, these must be supplied at its cost and risk in good time and in impeccable quality with an appropriate volume surcharge of at least 5%.

2. If the customer supplies an insufficient number of materials or supplies defective materials, or does so late, it shall bear the additional costs incurred including those caused by interruptions to production – with the exception of cases of force majeure.

IV. Prices and price increases

1. If our charges or prices are not fixed by agreement, our prices valid on the date of delivery time shall apply.

2. Our prices are quoted EXW Incoterms 2020 plus value added tax. Packaging, shipping and other additional payments (such as customs duty) are calculated separately.

3. In the case of follow-up orders, we are not bound by the price agreements for previous orders.

4. In the case of partial deliveries agreed within specific periods or on specific dates or on demand by the customer, if deliveries are to be made more than four months after conclusion of the contract we are entitled to increase the agreed price by the amount we have generally increased our prices for goods and services of this kind since conclusion of the contract.

5. If we do not execute the customer's order within one year of ordering, we are not accountable for the circumstances for this delay and we have generally

increased our prices in the period between placement of the order and its execution, we are entitled to increase the price agreed with the customer by the same amount.

V. Offsetting and retention

The customer may only offset our receivables arising from this contract or claim a right of retention with regard to our receivables with receivables which are uncontested or have been legally determined.

VI. Time of performance, default, place of fulfilment, partial performance

1. Delivery periods shall only commence once we have agreed all the details of the execution of the order and all the terms of the transaction with the customer. Delivery periods do not commence before receipt of the materials and components to be provided by the customer and the documentation to be produced by the customer, and receipt of the permits and technical information and their release by the customer. An agreed delivery deadline shall be postponed by the time by which these preconditions are delayed.

2. If our performance is delayed, we do not fall into default providing this is caused by circumstances which we cannot foresee or prevent with the prudence that may reasonably be expected and which we cannot overcome by taking reasonable measures to do so.

3. The place of fulfilment for supply of our goods and services is Nuffringen.

4. We are entitled to render partial performance.

VII. Transfer of risk, shipping and acceptance

1. Risk is transferred to the customer responding to the regulation of FCA Incoterms 2020 respective Ensinger place of loading. This applies even if we cover the shipping costs or carriage. We are not obliged to insure the goods against damage in transit.

2. Goods delivered, even if they exhibit defects, must be accepted by the customer, notwithstanding their risks.

3. Package material is taken back in accordance with the Packaging Act. Exempt therefrom is packaging material in international shipments outside the Federal Republic of Germany. It is not accepted back.

VIII. Damage in transit

The customer must notify any damage or losses arising during transit immediately and leave the shipment unmodified for inspection as soon as possible. This also applies if damage in transit only comes to light in the course of unpacking the goods or at a later time.

IX. Defects complaints and warranty

1. The customer shall meet its obligations under § 377 of the German Commercial Code [Handelsgesetzbuch - HGB].

2. We are liable for ensuring that the goods have the agreed quality. Only the respective product description/specification as agreed shall be deemed to be the quality of the goods. Unless expressly agreed, we shall in particular not be liable for the goods being suitable for the customer's intended use.

3. If our performance is defective at the time of the transfer or risk, we may remedy the defective performance, and at our discretion by rectifying the defect or supplying an item free of defects in place of the defective item supplied. Replaced parts become our property.

4. Claims for compensation or the reimbursement of fruitless expenditure, even in the case of defects, only apply in accordance with Section X. and in all other respects are excluded.

X. Compensation and limitation

1. Unless otherwise stipulated in individual agreements or these General Terms & Conditions of Supply, including the provisions stated below, we are liable in accordance with the statutory regulations in the event of a breach of our contractual and non-

contractual obligations but restricted to the value of the defect or missing products.

2. In the case of wilful intent and gross negligence, we are liable to pay compensation – on whatever legal grounds – within the framework of liability based on fault. In the case of simple negligence, notwithstanding a less stringent standard of liability, we are only liable in accordance with the statutory regulations (e.g. for a duty of care within our own affairs)

a) for losses caused by injury to life, physical injury or injury to health,

b) for losses caused by a not insignificant breach of a fundamental contractual obligation (i.e. where fulfilment of the obligation is fundamental to the proper execution of the contract and the contractual partner generally may or generally does rely on compliance with that obligation); in this case, however, our liability is limited to reimbursement of the foreseeable, typically occurring losses.

3. The limitations of liability derived from par. 1 and 2 shall also apply in the event of breach of obligations by or in favour of persons for whose fault we are accountable according to the statutory regulations. They do not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims by the customer under the Product Liability Law.

4. Notwithstanding § 438 (1) no. 3 BGB, the general limitation period for claims due to material defects and defective rights is one year from delivery. If an acceptance procedure is agreed, the limitation period commences with acceptance. However, if the item is a building structure or an item used for a building structure according to its customary manner of use, and has caused a defect in such structure (building material), the limitation period is five years from delivery in accordance with the statutory regulation (§ 438 (1) no. 2 BGB). Any further statutory regulations on limitation remain unaffected (esp. § 438 (1) no. 1 and (3), §§ 444 and 479 BGB).

5. The limitation periods under par. 4 also apply to contractual and non-contractual claims for compensation by the customer based on a defect in the goods, unless applying the regular statutory limitation period (§§ 195 and 199 BGB) would lead to a shorter limitation period in the individual case. Compensation claims by the customers under par. 2 sent. 1 and sent. 2 a. and under the Product Liability Law, however, lapse solely in accordance with the statutory limitation periods.

XI. Withdrawal and assignment

1. If we do not render performance despite the due date or – with the exception of defective goods or services – do not do so in accordance with the contract, the customer may stipulate to us an appropriate period for performance or subsequent fulfilment. The period must allow us to complete performance already commenced; as a rule, the period must not be less than two weeks. However, if we do not render performance or subsequent fulfilment within an appropriate period, the customer may withdraw from the contract. This does not apply if the performance or subsequent fulfilment is not completed for circumstances for which we are not accountable.

2. We are entitled to withdraw from the contract if the financial situation of the customer deteriorates fundamentally, an insolvency application is filed or insolvency proceedings are opened against it.

3. The customer may only assign its rights under this contract without our consent to insurers and only to the extent that the latter bear the loss claimed by the customer. § 354 a HGB remains unaffected.

XII. Security

1. We retain title to the goods supplied by us until the price and all other receivables arising from the

business relationship with the customer are paid in full.

2. Processing and finishing of the reserved goods by the customer is carried out at no charge to us and with no obligation to us arising therefrom; the new item shall become our property. In the case of the processing of the goods with other goods which do not belong to the customer, we acquire joint title to the new item in the ratio of the value of the reserved goods to the value of the other goods; in the case of the combination, mixing and amalgamation with other goods, we acquire joint title in accordance with the statutory regulations. If the customer acquires sole title as a result of the combination, mixing and amalgamation of the goods, it shall transfer the joint title to us as of now in the ratio of the value of the reserved goods to the value of the other goods at the time of such combination, mixing or amalgamation. In the cases described above, the customer is responsible for the safekeeping of the goods to which we have title or joint title free of charge and which are also reserved goods as defined in the provisions stated below.

3. The customer shall assign to us as of now the receivables arising from the resale of the reserved goods at the value of the reserved goods with all ancillary rights. The same applies accordingly if the reserved goods are installed as an essential component at a site belonging to a third party. If the reserved goods are in our (joint) ownership, the receivables shall be assigned at the amount equivalent to the value of our share in the total value of the goods. Advance assignment also includes any balance from current account operations. The customer is authorised to collect the receivable.

4. As long as the customer meets its obligations to us, it is entitled to dispose of the reserved goods in the ordinary course of business and subject to retention of title, if the receivables under par. 3 are effectively transferred. Extraordinary disposals of the goods, such as pledging, use of the goods as security and any assignments, are not permitted. Any access by third parties to the reserved goods or assigned receivables, in particular pledges, must be notified to us immediately.

5. If the customer is in arrears of a payment due to us for longer than one week or it falls into financial collapse, in particular if it suspends its payments, our receivables fall due immediately and any deferment of payment shall end. In these cases, we are authorised to take possession of the reserved goods and to revoke the collection authority. The customer is obliged to surrender the goods and any rights of retention are excluded. Repossession and pledging of the reserved goods by us are not deemed withdrawal from the contract. All costs of the repossession and use of the reserved goods shall be borne by the customer; we are entitled to sell the reserved goods by private sale. On request, the customer must immediately send us a list of the receivables assigned to us in accordance with par. 3 and all further information and documentation required to claim our rights and notify the assignment to the debtor.

6. We undertake to release the securities at our choice where the realisable value exceeds the total of our claim arising from the business relationship by more than 15%.

7. If the reservation of title or the assignment is invalid according to the law of the country in which the goods are located, security that comes closest to reservation of title or assignment in that country is deemed agreed. If the cooperation of the customer is required accordingly, it must take all legal actions required to establish and maintain such rights.

XIII. Property rights

If we are obliged to perform according to drawings, models, patterns or by using parts supplied by the customer, it is responsible for ensuring that no third party property rights are infringed as a result. The customer shall indemnify us from any claims by third parties due to the infringement of property rights and shall compensate us for the losses incurred and for our costs and expenses. If the customer and/or we is/are prohibited from manufacture or delivery by a third party on the basis of a property right, we are entitled to suspend works without further investigation of the legal position.

XIV. Compliance, Data protection

1. We have a Code of Conduct that can be downloaded from our website on the internet. We are not obliged to introduce our customers' compliance rules over and above this.

2. The customer shall refrain from actions or omissions that, regardless of the form of participation, may lead to administrative fines or criminal prosecution, in particular for corruption or a violation of antitrust or competition law, by the customer, by employees of the customer or by third parties engaged by the customer (hereinafter referred to as "Violation" or "Violations"). The customer shall be obligated to take all steps necessary to avoid Violations. For this purpose, the customer shall be responsible for the compliance and proper performance by its employees and all third party representatives with all relevant laws and shall conduct appropriate trainings.

3. Upon written request by us, the customer shall submit information about the above measures, in particular regarding the content and status of implementation. For this purpose, the customer shall completely and accurately answer a compliance questionnaire issued by us and will provide us with the documents related to such questionnaire.

4. The customer will inform us without undue delay of any Violation and of the commencement of official investigations by any authority regarding a Violation. Additionally, if there are any indications of a Violation by the customer, we are entitled to request written information about the Violation and all steps taken by the customer for rectification and future compliance as well as immediate omission.

5. In the event of a breach of one of the aforementioned obligations, the customer shall immediately cease such actions, shall compensate us for any and all damage suffered by us due to such breach and / or we shall have the right to terminate in writing any Individual Agreement for cause without notice. We shall have the right to demand indemnification from any third party claims or damages that have been caused by a breach of the aforementioned obligation by the customer, its sub-contractors or their respective subcontractors.

6. In case of any infringement of antitrust law in the form of hardcore restrictions, i.e. in case of cartel agreements or concerted practices entered into by the customer regarding price fixing, bid rigging, quantities, quotes, territories or customers, the amount of damages shall be 15% of the net sales of the products or services delivered to the customer affected by the cartel and sold to us before we became aware of the infringement. The right to prove actual damage at a lower level or the non-existence of any actual damage by the customer shall not be affected hereby. This shall also apply to any claims for higher levels of damage as well as other contractual or legal claims of us.

7. Ensinger collects and stores the customer data required for processing the business transaction. When processing the personal data of the Customer,

Ensinger complies with the statutory provisions. Details can be found in the privacy policy of Ensinger GmbH, which is accessible under the Privacy Statement.

XV. Confidentiality / Information

1. The customer (i) shall keep secret all information, including without limitation drawings, documents, know how, samples, production devices, models, media (collectively, the "Information"), (ii) may not make such Information available to third parties without our written consent and (iii) may not use such Information for purposes other than as determined by us. These obligations apply mutatis mutandis to copies and duplicates. This confidentiality obligation does not apply to information (i) that the customer has already obtained legitimately at the time of disclosure provided such information was not subject to a confidentiality obligation, (ii) that the customer later obtains legitimately without being obligated to keep such information confidential, (iii) that is or becomes generally known without any breach of contract by one of the parties or (iv) for the disclosure or the independent use of which the customer has received permission. The customer may not advertise its business relationship to us without our prior written consent.

2. We retain title and reserve all other rights (such as copyright) to the Information. Copies may be made only with our prior written consent. Title to the copies passes to us at the time such copies are created. Customer hereby agrees with us that the customer stores the copies on behalf of our company as bailee. The customer agrees to properly store at its expense all documents and other objects, including copies thereof, that were made available to customer, to keep them in perfect condition, to obtain insurance for them and to return them to us or destroy them, in each case upon our request. The customer has no right, on whatever grounds, to retain such objects. The customer shall confirm the complete return or destruction of the relevant object in writing.

3. If the customer breaches its obligations set forth in this clause, a contractual penalty in the amount of Euro 25,000 shall become due and payable immediately for each breach. The customer shall retain the right to have the contractual penalty determined by a court decision. Damages shall be set off against any paid contractual penalties.

XVI. Choice of law, jurisdiction and contractual language

1. If a provision of these terms and conditions and the further agreements made is or becomes invalid, the validity of the terms and conditions is not affected in all other respects. The Parties are obliged to replace the invalid provision with a regulation that comes as close as possible to the financial result.

2. German law applies; the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG) are excluded.

3. Nuffingen is agreed as the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationships based on these General Terms & Conditions of Supply. The court at the registered office of the customer also has local jurisdiction for claims against the customer.

4. The address for the service address and the address of Ensinger for complaints and other declarations of intent is:

Ensinger GmbH
Rudolf-Diesel-Straße 8
71154 Nuffingen
Germany
Phone +49 7032 819 0
Fax +49 7032 819 100
am@ensingerplastics.com

Registry Court: Stuttgart District Court Commercial Register B 241486

VAT ID number: DE145 163 194

Managing director: Ralph Pernizsak, Björn Schneekloth

XVII. Additional provisions for the Filament webshop

1. The product range presented in the Ensinger webshop is subject to change and only represents a non-binding invitation to the Customer to order goods. The right to make technical and other changes is reserved within reasonable limits.

Items can be selected from this product range, reserved in a shopping cart, and ordered from Ensinger. Before submitting the order, the Customer has the option to review all information (e.g. item name, item quantity, name, address, payment method) again and change it if necessary. Only by clicking on the field "Confirm order" does the Customer submit a binding offer to Ensinger to conclude a purchase contract. Receipt of the Customer's order will immediately be confirmed by email (confirmation of receipt). The confirmation of receipt does not constitute acceptance of the offer. A purchase contract is only concluded when the ordered goods are sent to the Customer. Prior to sending the goods, the Customer receives a confirmation of shipping by email, to which the invoice is attached.

2. The Customer can also save or print the contents of his/her order immediately after submitting their order and also view it under "Profile". The contractual provisions, including these General Terms and Conditions of Business and the cancellation policy, are also made available to the Customer with the confirmation of receipt. If the Customer has executed his/her order as a guest and does not create a personal user account, then, after his/her order is sent, the text of the contract can no longer be retrieved by the Customer via the website of Ensinger.

3. Shipping costs in the online shop: The Customer incurs the shipping costs, and their amount differs according to the destination country of the delivery location. You can find the current shipping costs per destination country here. The Customer is notified of the shipping costs prior to submitting his/her order. If a shipment is made in several partial deliveries, the shipping costs are calculated only once.

4. The Customer can pay the purchase price by credit card or PayPal. In the event of payment by credit card and PayPal, the payment time is the time of the order. When using the payment service provider "PayPal", payment processing is done via PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, under consideration of the PayPal Terms and Conditions of Use, which can be viewed at www.paypal.com. This requires, among other things, that the Customer opens a PayPal account or already has such an account. In the event of the credit card debit being rejected, the Customer agrees to pay the price plus any incurred costs within 10 (ten) days after receipt of the service. These costs include, among other things, the costs incurred due to the cancellation of the credit card debit. If the Customer is in default of payment, Ensinger is entitled to demand default interest in the amount of five percentage points p.a. above the base interest rate published by the European Central Bank. If Ensinger has demonstrably incurred a higher default damage, it is entitled to assert it. The Customer hereby agrees that Ensinger is entitled to send the invoice as an electronic invoice (invoice issued and received in an electronic format, e.g. as a PDF document) by email to the Customer. Ensinger can also send a paper invoice to the Customer at its own discretion.

XVIII. Additional provisions Order platform Finished parts Semi-finished products

1. Contract offers from Ensinger are subject to change.

2. The customer can only use the webshop after successful registration.

3. The Customer can request an offer from Ensinger by uploading its design plans (CAD file and PDF) in the webshop of the Provider and configuring its component according to its specifications (for example regarding material, number of threads, number of fits, delivery time, quantity). The algorithm then calculates the costs and displays a price in the webshop, which would be charged when a contract was concluded with Ensinger.

4. The customer can collect this component in a shopping cart by clicking on the "Select" button. By clicking on the "Request offer" button, he submits a binding application for the production and purchase of the components in the shopping cart. Before sending the order, the customer can change and view the data at any time. However, the application can only be submitted and transmitted if the customer accepts these contractual terms and conditions when registering by selecting the box "Acceptance of the General Terms and Conditions" and thereby has included them in his application.

5. Ensinger will then send the Customer an automatic confirmation of receipt by email, in which the order, including the names of the transmitted files, is listed again and which the Customer can print using the "Print" function. The automatic confirmation of receipt only documents that the customer's order has been received by Ensinger and does not constitute acceptance of the application. The contract is only concluded when Ensinger submits the declaration of acceptance, which is sent by separate email (order confirmation). In this email or in a separate email, but at the latest upon delivery of the goods, the text of the contract (consisting of order, GTC and order confirmation) is sent to the customer by us on a permanent data carrier (email or paper printout) (contract confirmation). The contract text is stored while maintaining data protection.

6. If the declaration of acceptance states a different price than that calculated in the webshop, the customer's application is deemed rejected, associated with a new offer from Ensinger. If the customer is a merchant within the meaning of the German Commercial Code (HGB), this new offer is deemed to have been accepted unless Ensinger has received a rejection within one week.

7. The Provider reserves the right to make changes to the design, the choice of material, the specification and the design even after an order confirmation has been sent, provided that these changes do not contradict either the order confirmation or the customer's specification. In addition, the Customer shall agree to further proposals for changes by the Provider, insofar as these are reasonable for the Customer.

8. The following delivery restrictions apply: Ensinger only delivers to customers who have their habitual residence (invoice and delivery address) in one of the following countries and can provide a delivery address in the same country: Germany, Austria, Switzerland and France.

9. In accordance with § 312g para. 2 no. 1 of the German Civil Code (BGB), the customer is not entitled to a right of revocation even if this consumer is a consumer, since all cases are contracts for the delivery of goods that are not prefabricated and for the production of which an individual selection or provision by the customer is decisive or which are clearly tailored to the personal needs of the customer.

10. In the case of small orders up to and including €1,000 net, the purchase contract is concluded immediately as soon as the button "order subject to charge" is activated by the customer. In these cases, Ensinger will not send a separate declaration of acceptance of the offer by email. The customer receives an automated order confirmation instead.

11. A contract does not come into effect if the Contractual Partner's request relates to the manufacture of weapons, weapon parts or other prohibited products/materials and the Contractual Partner has not informed Ensinger about this separately. If Ensinger becomes aware of this only during the production process, the production will be terminated immediately. In this case, the Contractual Partner has no claim to delivery of the product, and Ensinger is obliged to reimburse all costs incurred.