

TRANSLATION FROM THE GERMAN LANGUAGE

General Terms and Conditions of Purchase of Seal Concept GmbH

1. General

1.1 Unless expressly agreed otherwise, these Terms and Conditions apply exclusively to all orders of Seal Concept GmbH. The applicability of the Supplier's general terms and conditions or any terms and conditions in the Supplier's order confirmation is explicitly rejected hereby. The confirmation of the orders by Seal Concept GmbH based on these Terms and Conditions of Purchase or the provision of the corresponding deliveries and services by the Supplier is sufficient for the validity of these GTCP.

1.2 Our Terms and Conditions of purchase apply exclusively. Any terms and conditions of the Supplier that conflict with or deviate from these GTCP do therefore not apply even if Seal Concept GmbH does not object to them in individual cases, unless Seal Concept GmbH has expressly consented to their application in writing through a representative authorised for this purpose.

1.3 The invalidity or unenforceability of individual provisions of these Terms and Conditions of Purchase shall not affect the validity of the remaining provisions. Invalid or unenforceable provisions are to be replaced by legally permissible provisions coming as close as possible to the economic purpose pursued by the invalid or unenforceable provisions.

2. Orders placed by Seal Concept GmbH

2.1 Orders and contracts are binding if they have been placed or made by us in writing or have been confirmed by us in writing. Any amendment, supplement or ancillary agreement before, at or after the conclusion of a contract also requires our written confirmation. The requirement of written form may only be waived in writing. Transmission by fax, e-mail or remote data transmission is deemed to be equivalent to written form.

2.2 Contracts are concluded by written acceptance of the order by the Supplier, with such acceptance being submitted by the Supplier in writing within fourteen (14) days of receipt of an order. If the Supplier starts performing the work requested in the order without order acceptance, this is deemed to be acceptance of the order in any case.

3. Prices and terms of payment

3.1 Unless otherwise agreed in the order, all agreed prices are fixed prices and remain unchanged until the expiry of the contract. They include packaging and freight costs as well as taxes and duties excluding VAT.

3.2 Invoices are to be issued stating the order date, order number and article number immediately after dispatch of the goods and shall be sent to us by separate post. Each order must be invoiced separately with value added tax shown separately as otherwise it will be deemed to be included in the price.

3.3 Invoices shall be issued in EUROS, payments shall be made exclusively in EUROS. The Supplier will provide us with its respective bank details, i.e. its correct IBAN, the corresponding BIC as well as its VAT identification number.

3.4 Payments will be made after acceptance of the delivery and receipt of an auditable invoice as well as provision of all documents related to delivery. If agreed in advance, we may also settle the invoice using the credit note procedure in accordance with s. 14(2) sentence 2 of the German Turnover Tax Act (UStG). Unless expressly agreed otherwise, we will pay either within 14 days with a 3% discount or within 30 days without discount.

3.5 The Supplier is not entitled to assign its claims against us in whole or in part or to dispose of them in any other way without our prior written consent. Offsetting by the Supplier can only take place with claims that are undisputed by us or have become non-appealable.

4. Delivery dates and delivery conditions

4.1 The delivery dates agreed in the orders are binding. The Supplier must inform us immediately in writing of any delay or exceeding of the agreed dates and deadlines, stating the reasons.

4.2 Partial deliveries or early deliveries may only be made with our express consent. However, the payment claim shall only become due on the originally agreed delivery date.

4.3 Unless otherwise agreed, the delivery must be accompanied by a delivery note. Initial deliveries, in particular those with sample status, are to be accompanied by complete initial sample documentation in accordance with an individually concluded supplier agreement.

4.4 Acceptance times for deliveries are MON-THU 8:00-12:00 a.m. and 1:00-4:00 p.m. and FRI 8:00-12:00 a.m. on weekdays.

4.5 If the Supplier is in default of delivery, we are entitled, after granting a reasonable grace period without result, to claim liquidated damages for default in the amount of 2% of the purchase price (invoiced value) of the goods in default per week or part thereof of the default in delivery, but not more than 25% of the purchase price of the goods in default against the Supplier by way of set-off. The Supplier is entitled to prove to us within a reasonable period of time that no damage or a lesser damage has been caused by the delay. We reserve the right to assert further legal claims, in particular to withdraw from the contract and/or to claim damages, particularly to cover our requirements elsewhere at the Supplier's expense.

4.6 All events of force majeure which cause a limitation of undisturbed operation on our part entitle us to suspend the fulfilment of assumed acceptance obligations until the event of force majeure ceases to exist and, in the event of a definitive shut-down of operations or in the event that performance has

become unreasonable after the event of force majeure ceases to exist, to withdraw from the contract in whole or in part or to terminate the contract in whole or in part. In these cases, we are not liable for damages or any expenses.

5. Place of performance

The place of performance is the place to which - according to the order - the goods are to be delivered or at which the service is to be rendered. Our place of business is the place of performance for our payments.

6. Passing of risk

Unless otherwise agreed, the Supplier bears the risk and the shipping charges until acceptance at the place of performance. The risk of accidental loss or accidental deterioration of the delivery, even if we have agreed to bear the freight costs, do not pass to us until acceptance by us or our appointed forwarder at the agreed place of performance or after final acceptance of the delivery, whichever is later.

7. Passing of ownership

7.1 Upon delivery at the place of performance or to a forwarder commissioned by us, ownership of the goods passes to us without reservation of any rights on the part of the Supplier.

7.2 Any extended or expanded retention of title is excluded to the extent permitted by law.

8. Warranty and removal of defects

8.1 We will inspect the goods for deviations in quality and quantity within a reasonable period of time, unless the Supplier has assumed quality control for us in accordance with the order. In any case, notification of obvious defects has been made in good time if sent by us within 14 days of delivery of the goods; any notification of hidden defects has been made in good time if sent by us within 14 days of their discovery. All complaints require written form. Such written form is also fulfilled by electronic data transmission, fax or e-mail. Other than that, the Supplier declares a waiver of objection in the event of a complaint not being made in due time, insofar as this is legally permissible.

8.2 The Supplier warrants that the goods delivered to us are free of material defects and defects of title, in particular that they comply with the intended use resulting from the order, that they comply with all statutory or official safety regulations applicable in Germany, recognised rules of technology, all safety standards customary in the industry as well as specifications by us regarding dimensions, quality and designs and that the required pattern approvals are available.

8.3 We are entitled to the statutory claims for defects against the Supplier, in particular we are also entitled to demand supplementary performance (repair or replacement). We are entitled to demand the kind of subsequent performance. If the time limit for supplementary performance expires without result,

if supplementary performance is finally refused, if supplementary performance fails or if supplementary performance is unreasonable (the decision on this being at our sole discretion), we are entitled to withdraw from the contract or reduce the purchase price. Sections 281(2), 323(2), 478(1) BGB remain unaffected. If we have to pay reimbursement of expenses or render supplementary performance to a customer due to a defect in the delivered goods which was already present when the risk passed from the Supplier to us, we may in any case also demand reimbursement from the Supplier of all expenses borne by us.

8.4 The limitation period for claims for defects is three years. It begins to run six months after delivery of the goods. In the case of clause 8.3 GTCP, our claims against the Supplier may become time-barred at the earliest four months after the date on which we have fulfilled the customer's claims, and at the latest three years after delivery of the goods.

9. Liability and indemnification

9.1 The Supplier will be liable to us in accordance with the statutory provisions. The Supplier will then be particularly liable for all damage and expenses incurred by us directly or indirectly due to defects in the delivered goods.

9.2 If claims are asserted against us by third parties due to the defectiveness of the delivered goods and/or due to violation of statutory or official safety regulations, the Supplier will indemnify us against all claims upon first request.

9.3 Furthermore, the Supplier will indemnify and hold us harmless from and against any and all claims for infringement of third party property rights by the delivered goods.

9.4 The Supplier will reimburse us for those expenses which we are legally obliged to bear in respect of our customers and which are attributable to defects from deliveries obtained from the Supplier.

10. Product liability

10.1 If liability claims are asserted against us, the Supplier is obliged to indemnify us against these claims, including any costs for recalls, if and to the extent that the cause thereof lies within the Supplier's sphere of control and organisational structure and the Supplier itself would be liable in the external relationship.

10.2 The Supplier undertakes to maintain an extended product liability and recall costs insurance with an insured sum of at least EUR 2,500,000.00 (two million and five-hundred thousand euros) any one occurrence for personal injury/damage to property paid as a lump sum; however, our claims are not limited to this sum insured.

11. Retention of title and secrecy

11.1 The Supplier delivers the sold item free of any third party rights. We accept a reservation of title by the Supplier only if it has been expressly agreed with us outside the General Terms and Conditions.

11.2 All documents, e.g., drawings, plans, samples, models, computer records and programmes which we make available to the Supplier remain our property and must not be made accessible to third parties. Any breach of this obligation will result in liability for damages. The documents must be returned self-motivatedly as soon as they are no longer required for the performance of the delivery or service.

11.3 We reserve the right of ownership to all parts provided by us. Machining and processing will be carried out for us. Insofar as the parts provided by us are combined or mixed with third-party objects, we acquire co-ownership of these objects in the ratio of the value of our objects to the value of the third-party objects.

11.4 Tools, moulds and devices paid for by us in whole or in part are our property/co-property and are only made available to the Supplier on loan.

12. Proprietary rights and quality assurance

12.1 The Supplier assures that its deliveries and their use neither violate industrial property rights or other third-party rights nor infringes any legal or official regulations or provisions of any kind. The Supplier further assures that the goods delivered by it do not contain any CFC, PCB, asbestos or other substances classified as particularly hazardous.

12.2 When delivering machinery and equipment, the Supplier must include a hazard analysis in accordance with EN 1050 pursuant to the EU Machinery Directive 98/37/EC free of charge, provided that the machinery and equipment to be delivered fall under this EU Machinery Directive.

12.3 The Supplier is obliged to keep a so-called proof of origin of the contractual objects, i.e. the Supplier must send us both the required declarations on the origin of the contractual objects under commercial and preferential law in good time and also notify us self-motivatedly of a change of origin without delay. If necessary, the Supplier must provide evidence of its information on the origin of the contractual objects by means of an information sheet confirmed by the Supplier's customs office. If the Supplier does not comply with this obligation, it shall be liable for all resulting damage.

12.4 The Supplier undertakes to maintain a quality management system throughout the business relationship which complies with the requirements of the standards TS16949, DIN EN ISO 9000 et seq., QS9000, etc., to monitor such system at regular intervals by means of internal audits and to initiate the necessary measures without delay in the event of any deviations being detected, so that perfect quality is ensured for all deliveries to us. We have the right to inspect the Supplier's quality assurance at any time upon prior notice. At our request, the Supplier will allow us to inspect the certification and audit reports as well as the test procedures carried out, including all test records and documents relating to the delivery.

13. Final Provisions

13.1 Unless otherwise agreed, the legal relations between us and the Supplier are governed exclusively by the statutory provisions of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

13.2 The place of jurisdiction is Augsburg.

13.3 Should individual provisions of these GTCP be or become ineffective, the effectiveness of the remaining provisions shall remain unaffected. In this case, the Contracting Parties are obliged to cooperate in the creation of provisions by which a result that comes as close as possible to the ineffective provision is achieved in a legally effective manner. The same applies in the event of a gap in the contract.

14. Translation

Only the German version of these General Terms and Conditions of Purchase is legally binding; the English translation serves information purposes only.

Bobingen, February 2020