

General Terms and Conditions As at: 07/19

A. General Stipulations

1. Scope of Application

1.1 These General Terms and Conditions (GT&C) shall apply for the duration of the business relationship between FERCHAU Spain SLU (herein-after "FERCHAU") and the Client in respect of all services to be rendered by FERCHAU under a service agreement or under a contract for work. They shall also apply to all future transactions with the Client.

1.2 These GT&C and the agreement with the Client are the only terms and conditions governing the relationship between FERCHAU and the Client. The application of any GT&C of the Client is hereby specifically excluded.

2. Offers and Documents

2.1 Offers from FERCHAU shall be subject to change without the need for previous notice, until the order is finally confirmed.

2.2 The Client's purchase order shall be a binding offer.

2.3 FERCHAU shall fully retain rights of title and exploitation rights under copyright and/or any relevant laws in respect of cost estimates, drawings and other documents. These documents are confidential and may only be made accessible to third parties with FERCHAU's prior written consent. The respective data and information contained in the documents shall not constitute guarantee undertakings. Guarantee undertakings shall, in any event, require FERCHAU's express written confirmation.

3. Prices/Payment Terms

3.1 FERCHAU's price list, as amended, shall apply supplementary to these GT&C. Prices may be agreed upon as a binding fixed price, as a recommended price, according to hourly outlay or according to a measurement. Unless otherwise stated in writing, prices shall be subject to the addition of value-added tax at the then applicable tax rate.

3.2 If by mutual agreement between FERCHAU and the Client the scope of the service under the respective order is altered in any way or extended, at any time during the handling of the order, FERCHAU shall have the right to a corresponding adjustment of the agreed prices and remunerations. FERCHAU shall be entitled to temporarily discontinue implementing any additional services under an order, until agreement is reached on a corresponding adjustment of the prices and remunerations, provided that FERCHAU has pointed this out to the Client in writing beforehand. Delays occurring as a result thereof shall not create any liability for FERCHAU. Unilateral change of the service under an order by the Client is excluded.

3.3 Except where otherwise agreed upon, FERCHAU shall be entitled to receive a reasonable advance of at least 10% of the full price of the services, and to issue, in stages, monthly or quarterly invoices for services already rendered under an order and/or in relation to performance progress.

3.4 All invoices from FERCHAU shall be due and payable immediately upon receipt, by means of bank transfer to the bank account indicated by FERCHAU. The lack of payment of any invoice on its payment date shall entitle FERCHAU to immediately terminate the Agreement with the Client, without a grace period being allowed. FERCHAU shall also be entitled to terminate the Agreement with the Client with immediate effect in case that, at any time during the performance of the Agreement with the Client, FERCHAU is unable to obtain full credit insurance coverage from a reputable first rank credit insurance company in respect of future payments by the Client to FERCHAU, or if at any time the credit insurance company insuring payments from the Client suspends, cancels or terminates the provision of credit insurance in respect of any of such payments.

3.5 The Client shall only be entitled to set off if its counterclaims are recognized by a final and non-appealable judgement, are undisputed or have been recognized by FERCHAU.

4. Fixed Dates/Duties of Cooperation

4.1 Where no fixed dates are agreed upon, FERCHAU shall stipulate dates according to its own reasonable discretion.

4.2 If the Client fails to comply with its duties of cooperation in due time, particularly in respect of the submission of essential documents, information and data, delays resulting therefrom shall be to its detriment and FERCHAU shall have no liability whatsoever in respect of any such delays.

4.3 The Client represents and warrants to FERCHAU that the services provided by it and the documents, information, data and items made available to FERCHAU within the framework of cooperation for the provision of services by FERCHAU are free and clear from any third party intellectual or industrial property rights which preclude or impair use thereof by FERCHAU in conformity with the contract with the Client. The Client hereby indemnifies FERCHAU against any third-party claim based on or related to any alleged infringement by any such services, documents, information, data and items, of any third party intellectual or industrial property rights.

4.4 In the event of default or delay of more than one day in payment of any amounts invoiced by FERCHAU, the Client shall be entitled, for every full week of delay, to a lump-sum compensation for default at the rate of 0.5% of the order value, with a limit of 5% of the order value. Any claims on the part of the Client to compensation for damages and reimbursement of expenditures due to default are excluded. The stipulations under section 6 apply accordingly to the exceptions from this exclusion of liability.

4.5 In the event of force majeure, the performance period shall be extended by the duration of the force majeure event plus a reasonable start-up period after the end of the force majeure event. If performance or implementation of the service becomes impossible or unreasonable due to the said circumstances, FERCHAU shall be released from the obligation to render the service.

5. Confidentiality

5.1 The Client and FERCHAU shall be mutually obliged to treat with strict confidentiality all information received in whatever form concerning the business and/or operational affairs of the other Party and use such information merely for the purpose intended under the respective order placed. Within the framework of this intended purpose, FERCHAU shall be entitled to pass on the information to third parties.

5.2 The Client and FERCHAU mutually undertake to refrain from enticing away employees, or attempting to entice away employees, of the other Party.

6. Liability/Compensation for Damages

6.1 FERCHAU shall, pay compensation for damages exclusively in accordance with the principles set forth below. Any other liability is hereby excluded.

6.2 In cases of wilful misconduct or gross negligence, FERCHAU shall be fully liable for damages ensuing from breach of the duty of care.

6.3 Except in case of wilful misconduct or gross negligence, FERCHAU shall only be liable for direct damages arising from breach of material contractual duties if the damages are typical of this type of contract and were foreseeable at the time of the conclusion of the contract and FERCHAU's aggregate liability for any breaches shall be limited to 10 % of the remuneration for the respective

order in total, even if the violations are committed during several years. Any other liability, including for unforeseeable damages, losses, or for indirect, consequential, punitive or any other type of damages (including personal injuries or property damages suffered by the Client or a third party that are caused by products into which the services are incorporated), whether contractual liability or liability in tort, whether arising from loss of profit or business or from any other cause or theory of law, is hereby excluded.

6.4 Claims of the Client to damages shall be subject to a 12-month limitation period.

6.5 The restrictions and limitations under sections 6.1-6.4 shall not apply to liabilities which cannot be excluded or limited under applicable product liability laws or other mandatory statutory stipulations.

6.6 The aforesaid restrictions and limitations (sections 6.1-6.5) shall apply equally if the violation of the obligation has been committed by a subcontractor or agent of FERCHAU.

6.7 Insofar as FERCHAU's CAD systems are used within the scope of an order or are rented out to the Client, the Client shall be liable for all direct and indirect damages occurring due to improper handling of the CAD systems, as well as for their loss or destruction and for any and all damage to the CAD systems used within the scope of the order.

7. Rights of Use

7.1 For all work and work results developed by FERCHAU on behalf of the Client, FERCHAU shall grant the Client, upon full payment thereof, a permanent right to use them for the purposes and to the extent described in the respective order.

7.2 Any inventions or suggestions for improvement in the course of carrying out individual orders made by FERCHAU or its employees shall be the exclusive property of FERCHAU and the Client shall have no right in respect of any of them.

B. Contracts for Work

8. Special Terms and Conditions for Contracts for Work and Services

The following special terms and conditions shall apply supplementary if contracts for work and services are concluded between the Client and FERCHAU.

8.1 In principle, the order shall be carried out in FERCHAU's technical offices. Full or partial execution at the Client's business establishment may be agreed upon, if, for example, work documents cannot be handed.

8.2 FERCHAU shall have the exclusive right to issue directives to its personnel with employee or independent contractor status and to its subcontractors, particularly induction, instructing and supervision, even if the order is carried out at the Client's business establishment or at any other place.

8.3 The progress of performance shall be confirmed by the Client by means of signing the project progress reports submitted to it. Over and above the foregoing, the following stipulations apply to acceptance of services:

8.3.1 Upon successful execution of a function test, but no later than two weeks after handover of the result of the order, the Client shall declare acceptance in writing without undue delay. The function test shall be deemed successfully executed by FERCHAU, if the result of the order fulfils in all material points the requirements provided for in the contract.

8.3.2 The Client shall be obliged to notify FERCHAU in writing without undue delay, if it becomes aware of defects during the function test. In the event of material defects in performance, FERCHAU shall, excluding claims over and above this, first be given the opportunity to rectify the defects within a reasonable period.

8.3.3 If, despite its duty to accept, the Client fails to declare acceptance without undue delay, FERCHAU may set the Client a two-week time limit in writing for submission of this declaration of acceptance. Insofar as FERCHAU has pointed this out when setting the time limit in writing, acceptance shall be deemed effected, unless, within a one-week period, the Client specifies in writing the reasons for refusal of acceptance. In any case, acceptance shall be deemed effected, if and when the Client begins to productively use the result of the order.

8.4 FERCHAU shall provide warranty for defects in the results of the order initially by rectification or subsequent performance, at its own option. If rectification / subsequent performance fails despite of at least two attempts of subsequent performance, the Client may demand abatement or rescission as well as compensation for damages, subject to the limitation of liability as per section 6. In the case of only minor defects, the Client shall not have a right of rescission. The warranty period for defects is 12 months from acceptance or deemed acceptance of the services.

C. Service Agreements

9. Special Terms and Conditions for Service Agreements

The following special terms and conditions apply supplementary to service agreements between Client and FERCHAU:

Service agreements may be terminated by either Party to the contract at any time with 14 days' advance notice, with termination being effective at the end of the calendar month.

D. Final Stipulations

10. Place of Performance/Place of Jurisdiction/Governing Law

10.1 Place of performance for FERCHAU's services under the order is FERCHAU's respective place of establishment or the location of FERCHAU's technical office where the services under the order are rendered. The place of performance for the Client's payment obligation is the location of FERCHAU's registered offices.

10.2 The parties submit any disputes regarding these GT&C, any Agreement between the Parties, or the provision of the services, to the exclusive jurisdiction of the judges and courts of justice of the town of Madrid, Spain.

10.3 These GT&C, any Agreement between the Parties, and the provision of the services are subject to the common laws of the Kingdom of Spain, excluding the rules of private international law.