

General Terms nopa instruments, status June 2018

I. General

1. By way of amendment to the individual contractual covenants and agreements, solely our General Terms of Supply (referred to in the following as "GTS") apply to all our deliveries and services. Any terms and conditions of the purchaser or third party shall not apply even if the ordering party makes reference to such and we have not separately objected to application of such once again in an individual case and render delivery or service.
2. These General Terms of Supply also apply to all future deliveries, services rendered and offers to the purchaser even if they are not once again separately agreed upon. The purchaser expresses his consent to our terms by accepting our goods or service, if not before.
3. All agreements must always be made in writing. Any changes or amendments to contractual covenants and agreements must be in writing and receive our consent.
4. If, after a contract has been made or goods supplied, it is found that the purchaser is not, or is no longer, creditworthy, we are entitled to rescind the contract or to require immediate payment of the goods supplied.
5. Any assignment of claims is subject to our consent.

II. Offer, Calling, Offer Documents

1. We can accept orders within 6 weeks. Our offers are without commitment, inasmuch as our confirmation of order does not state anything to the contrary.
2. Call orders can be placed for a maximum of 12 months and call dates and quantities must be specified when orders are placed.
3. We reserve the ownership rights and copyrights to all written material that we supply. Such material must not be revealed or passed on to third parties without our written consent. If no order is placed, all the written material must be returned immediately on request. The purchaser's written material can be made accessible to third parties with whom we intend to place orders for supplies or services.
4. Purchase orders should always be placed in writing; telephone orders shall only be performed if we accept such in individual cases and solely in accordance with our confirmation of order.

III. Prices, Price Alterations

1. All our prices are quoted EX Works, not including value-added tax at the rate applicable on the date of supply, customs, freight, packaging and insurance costs. Value-added tax will be shown separately in the invoice. Prices apply for each individual order and not with retro-active effect or for future orders. Repeat orders are deemed to be new orders.
2. We reserve the right to increase our prices to a reasonable extent if price rises - due, in particular, to wage settlements, market cost prices or material price increases - occur after contracts have been made. Evidence of the same will be provided to the purchaser on request.

IV. Scope of Supply, Measuring Methods, Industrial Property Rights, Data Protection

1. Our confirmation of order constitutes the criterion for the content and scope of the contract. Partial deliveries are permitted inasmuch as no disadvantages for use are produced thereby. They will be considered as performance of separate contracts and must be paid separately. In the event of default on payment for a partial delivery, we have the right to refuse further performance of the order. On production grounds, we reserve the right to supply more or less than the ordered quantity within the limits customary in trade, but not exceeding 10% more or less than the agreed purchased quantity. Technical changes are permissible if they prove necessary for production reasons, due to product updating, as a result of legal requirements or for other reasons. When the purchaser learns of changes, he shall notify us immediately if he considers them to be inadmissible. 2. If certain temperatures, times and other measuring or control values are to apply to tests, measuring methods must be stipulated and recognised by both sides before the start of supply. If no such stipulations are made, our measuring methods will be deemed to apply.
3. Orders based on drawings, sketches or other data supplied to us are performed at the purchaser's risk. If we infringe industrial property rights by performing such orders, the purchaser shall hold us harmless in relation

to claims made by the holders of such industrial property rights. Any further damages will be paid by the purchaser.

4. We have the right to process data in compliance with the Federal Data Protection Act in accordance with consent that is to be separately signed by the purchaser.

V. Advice

We provide all forms of advice, whether verbal or written, to the best of our knowledge and on the basis of our experience. Data and information on the suitability and application of our goods are not binding and do not exempt the purchaser from performing his own tests and trials, unless they are contained as contractual covenants and agreements in our confirmation order. The purchaser is responsible for complying with legal and public authority requirements when using our goods.

VI. Supply Period

1. The supply period begins no earlier than on dispatch of the confirmation of order. The supply period we have quoted will not begin until all technical matters have been settled. This supply period can only be observed subject to punctual receipt of all written material to be supplied by the purchaser and of the necessary licences and releases as well as punctual clarification and approval of plans, compliance with the agreed terms of payment and other obligations, together with punctual supply of the items to be supplied by the purchaser. If this is not the case, the supply period will be extended by a reasonable term. The supply periods we quote are approximate. Although the required care will be taken in arranging congruent cover transactions, the supply period is specified subject to correct and punctual supply to us. For compliance with our supply obligations, we require punctual and due performance of co-operation obligations by the purchaser.
2. The supply period is deemed observed if the consignment is dispatched within said period or if notification of readiness for shipment has been given. If delivery is delayed for reasons for which the purchaser is responsible, the supply period is deemed observed if notification of readiness for shipment is given within the agreed period. Calls under call orders must always be timed so that the final delivery is made no later than one year after our receipt of the order.
3. War, civil war, export or trading restrictions due to changes in political conditions, strikes, lock-outs, operational disruptions, operational restrictions, supply restrictions imposed by public authorities or agencies similar to public authorities, such as the FDA, and similar events which make contractual performance impossible or unreasonable for us will be considered to be force majeure and release us from our duty to supply in due time. In such cases, we have the right to either, at our discretion, lengthen the supply period for as long as such force majeure continues to apply or to rescind the contract in whole or in part. The purchaser has no claim to compensation for damages thus incurred.

VII. Deliveries to USA/Canada

If we supply to purchasers outside of USA/Canada and said purchasers then export the supplied products to USA/Canada, they shall take out and maintain a product liability insurance policy with minimum coverage of 5 million euros.

VIII. Cancellation Costs, Returns

1. If a purchaser cancels an order he has placed without being entitled to do so, we can always require a lump sum of 10% of the sales price for costs incurred for processing the order and for loss of profits instead of fulfilment of the agreement or a claim for higher damages if actually incurred. The purchaser has the right to provide evidence of lower damages.

IX. Packaging

If no other alternative agreement has been reached, we ourselves will stipulate the type and scope of packaging. Packaging will be chosen with the necessary care to the best of our knowledge. Disposable packaging becomes the property of the purchaser.

X. Passage of Risk and Transportation

1. Fundamentally, supply is always agreed to be ex works. The risk passes to the purchaser as soon as the consignment is delivered to the person performing transportation or as soon as it has left our warehouse for shipment. Even if prepaid delivery has been agreed, shipment is at the purchaser's risk. If shipment is delayed at the purchaser's request, the risk shall pass to said purchaser when notification of readiness for dispatch is given. If nothing has been agreed to the contrary in writing, we will specify the means and route of transportation. If goods are damaged or lost during transportation, preparation of a status report must be arranged and we must be notified immediately.

2. If dispatch or delivery is delayed at the instigation of the purchaser, we can claim a warehousing fee amounting to 1% of the invoiced amount for each month or part of a month but totalling no more than 5% of the net figure, this being subject to provision of evidence of higher damages. The purchaser has the right to provide evidence of lower damages.

XI. Payment Terms and Default on Payment

1. If nothing to the contrary has been agreed, invoices for deliveries of goods are payable net (without any deductions) within 30 days of the date of the invoice. All payments are to be made without charges. If paying by cheque or bill of exchange, the purchaser shall pay discount charges, collection fees and any other bank charges, even if this has not been expressly agreed. Payments will be credited to costs first, then to interest and then to the oldest principal debt.

2. Regardless of the agreed-upon mode of payment, the place of fulfilment for all payments to be effected by the purchase is always our registered office in Tuttingen.

3. In the event of late payment and claims to payment, we may require interest on arrears at a rate of 9 % p.a. above the then applicable basic rate in accordance with Section 288, para. 2 of the Civil Code. Evidence of higher default damages can be provided. The purchaser only holds rights to offset our claim or can enforce a lien if his counter-claim is undisputed or has been legally established in a final form.

4. If we learn that the purchaser's bill of exchange has been protested, compulsory execution measures have been instigated against him or that some other deterioration in his assets has occurred, we can require immediate payment of debts not due and of receivables for which a bill of exchange or cheque has been presented.

In such cases and if due invoices have not been settled despite reminders being sent, we can require prepayment or security for future deliveries.

XII. Obligations to make inspection and give notice of defects, acceptance

1. The purchaser's defect rights and all contractual damages claims relating to our deliveries, services and works are subject to said purchaser having duly met his obligations to make inspection and give notice of defects as per Section 377 of the German Commercial Code (HGB). If this is not the case, the defect will be considered approved. In particular, the purchaser must inspect the goods with reasonable thoroughness immediately after delivery or, respectively, collection. Written notice must be given of any defects found during this inspection. Notice of defects under Section 377 of the German Commercial Code (HGB) is only deemed timely if we receive it immediately, this being no later than within 5 working days starting from receipt of the delivery. Any concealed defects are to be reported immediately after being discovered.

2. The ruling in Section 377 of the German Commercial Code (HGB) applies accordingly to services and works. A notice of defects does not release the purchaser from his duty to meet payment obligations.

3. If an acceptance procedure is required and nothing to the contrary has been agreed, it must take place in our plant or warehouse within a week of the date of our notification of readiness for acceptance. The purchaser shall pay the costs of acceptance. Acceptance will be deemed to have been completed if the purchaser fails to accept our performance within this period of one week. Insofar as we have not given a guarantee for the properties of the work nor maliciously concealed a defect, the purchaser's rights relating to any defect shall expire after completion of the agreed acceptance procedure by the purchaser, this being insofar as the purchaser failed to give notice of such a defect even though he could have

discovered it during the agreed method of acceptance, i.e. he negligently failed to discover the defect.

4. If the purchaser submits complaints about defects, he must immediately grant us an opportunity of inspecting the contractual items to which the complaints relate. If complaints are unjustified, we shall be entitled to charge the purchaser for the costs of carrying out such an inspection.

XIII. Defect rights, recourse claims

1. If there is a defect in the item, we are entitled at our discretion to remedy the defect or make substitute supply within a reasonable extension period specified by the purchaser. Without obtaining our prior written consent, the purchaser is not authorised to repair the supplied item himself, even in urgent cases. If subsequent performance is not successful, i.e. if at least two attempts at reworking are in vain or if the purchaser cannot be reasonably expected to tolerate subsequent performance, the purchaser has the right – without prejudice to any damages claims – to rescind the contract or require a reduction in payment. The purchaser cannot make any claims for expenses necessarily incurred for subsequent performance, in particular, transportation, travelling, labour and material costs, insofar as expenses are increased because the supplied item was subsequently moved to a location other than the purchaser's seat of business, unless such moving is in accordance with the item's intended purpose.

2. In the event of doubt, our statements made in connection with this contract, e.g. specifications, reference to DIN norms, etc., do not represent the assumption of a warranty. Only express written statements on assumption of a warranty are authoritative. At all events, data provided in product descriptions and product specifications does not represent assumption of a warranty for the properties of an item or for the item retaining a certain property for a certain time, unless it is included as data on properties as defined in Section 434 of the German Civil Code (BGB) or Section 633 of the German Civil Code (BGB).

3. No defect claims shall apply in the event of natural wear and tear of our products due to their material properties, in particular if damages are incurred after the passage of risk as a result of improper use of our products or use of the same for purposes for which they were not intended or negligent treatment of our products, faulty installation, excess strain, unsuitable production equipment or replacement materials or as a result of particular external influences, e.g. of a chemical, electrochemical or electrical kind, provided the latter are not assumed under the agreement or due to a fault on our part.

4. Claims for resulting damages are ruled out if our products are not used for the intended purpose or if, in particular, statutory or public-authority regulations or our instructions are not complied with or if changes of a kind not permitted are made to the products or our products are not treated properly or are used improperly contrary to the contractually agreed purpose.

5. If we carry out repairs without any legal obligation to do so, e.g. on a goodwill basis, the purchaser will only hold defect claims if expressly agreed.

6. The purchaser shall only hold statutory recourse claims against us to the extent that said purchaser has not made an agreement with his customer that goes beyond statutory defect and damages claims.

XIV. Liability limitations, holding harmless, waiver of recourse

1. In cases of intent or gross negligence, our liability shall be governed by statutory regulations. In addition, we are only liable under the German Product Liability Act (ProdHaftG), for reason of injury to the life, body or health of a person or for reason of a culpable breach of major contractual obligations, i.e. a breach of the obligations with which compliance is required in order to make due performance of the contract initially possible and with which the contracting partner can usually expect compliance. Damages claims based on a breach of major contractual obligations due to ordinary negligence shall be limited to the foreseeable damage typical of the contract. Even in cases of gross negligence, our liability is limited to the foreseeable damage typical of the contract if none of the exceptions set forth in sentence 2 of this paragraph 1 applies.

2. Insofar as we are not liable due to intent, gross negligence, a culpable breach of major contractual obligations, for reason of injury to the life,

body or health of a person or under the German Product Liability Act, we have no liability for damages caused by the supplied item or service to legal property of the purchaser, e.g. to other items, loss of profit or other financial losses.

3. The rulings in the above paragraphs 1 and 2 include damages in addition to performance and damages instead of performance, irrespective of their legal basis, in particular due to defects, a breach of obligations under the debt relationship or illegal action. They also apply to a claim for reimbursement of futile expenses and for liability due to impossibility of performance and default.

4. Any damages claims made against us due to economic losses of property and product shall be limited to the amount of our coverage under the business and product liability insurance we have taken out for a max. of 1 million EUR and to the scope of our product recall costs insurance for a max. of 0.5 million EUR. The present limitation of liability does not apply if we are liable due to intent, gross negligence, a culpable breach of major contractual obligations or under the German Product Liability Act or in cases in which the purchaser claims damages on the basis of a warranty or assurance that we have given in relation to the existence of a particular property, unless the purpose of the property warranty solely relates to the contractual conformity of the delivery concerned and not to the risk of indirect losses due to defects.

5. In addition, there is no obligation to render compensation to the extent that the purchaser, for his part, has effectively limited liability to his customer. In this context, the purchaser will make every effort to agree liability limitations in our favour, to the extent legally admissible.

6. Insofar as our liability to render compensation is ruled out or limited, this also applies to all claims made by the purchaser due to culpa in contrahendo, a breach of subsidiary obligations, claims under Section 823 of the German Civil Code and claims for reason of impossibility of performance and default. Insofar as our liability is ruled out or limited, this also applies to the personal liability of our employees, collaborators, representatives and vicarious agents.

7. The purchaser shall hold us harmless in relation to claims of third parties, provided that there is no evidence excluding the possibility that the loss was caused by medical malpractice or an error of another kind.

8. The purchaser shall agree with his insurer a recourse waiver in the supplier's favour under Section 86 ff of the German Insurance Policy Act (VVG).

XV. Statutory limitation period, suspension of limitation period

1. The limitation period for claims and rights relating to defects in our products, services and works and losses resulting therefrom is 1 year. The above limitation period does not apply if the law specifies longer periods in the cases under Sections 438 para. 1 no. 2, and 634 a para. 1 no. 2 of the German Civil Code. The limitation period specified in Sentence 1 also applies to all damages claims made against us, irrespective of whether they are associated with a defect and irrespective of the legal basis of the claim.

2. The limitation period under para. 1 sentence 1 does not apply in the event of intent, if we have maliciously concealed the defect or if we have assumed a warranty for the properties of the item, neither does it apply for damages claims for reason of injury to life, body, health or freedom of a person nor for claims under the German Product Liability Act nor for a grossly negligent breach of contract or culpable breach of major contractual obligations.

3. Measures of subsequent performance, i.e. the supply of a non-defective item or the remedying of a defect, do not mean that the limitation period will start anew but merely suspend for the duration of such subsequent performance the limitation period applicable to the original supply item. In the event of doubt, subsequent performance by us does not represent acknowledgment as defined in Section 212 no. 1 of the German Civil Code.

4. The above rulings do not constitute any alteration of the burden of proof to the disadvantage of the purchaser.

5. Provided nothing is expressly specified to the contrary, the statutory rulings on the start of the limitation period, suspension of the expiry of the limitation period and the suspension and restarting of set periods shall not be prejudiced.

XVI. Repairs and other services

1. The customer is responsible for inspecting and guaranteeing the quality (e.g. constituency, accuracy of measurements, etc.) of material furnished for processing. The purchaser will supply the relevant material free of charge. We will perform no more than an incoming control of the material supplied to us, checking the number of items, identity of items and a visual inspection for obvious transportation damage. We only have an obligation to check that the material complies with the specifications provided by the purchaser if there are obvious reasons to do so. We have no obligation to carry out further inspections. An inspection can be expressly agreed, in which case the purchaser will pay the costs of the same.

2. If the items supplied to us are damaged, destroyed or lost, we only have an obligation to render compensation if we are responsible for such damage, destruction or loss. If items are no longer utilisable due to processing errors, we will perform the same work free of charge on a new item sent to us at our expense. The right to procure the item ourselves is reserved. Moreover, our obligation to render compensation is restricted to the procurement of a similar item of the same value, with deduction of the difference in value "new for old" if the statutory requirements for such action are met.

3. Normal wear and tear is exempted from liability. The purchaser shall insure the items supplied to us under an "external insurance" policy.

4. Provided no other rulings are expressly provided under the above paragraphs 1 to 3 of this Section XVI, the terms set forth in Sections I to XV and XVII to XIX of these General Terms of Supply shall apply. This also applies in particular to our liability for defects and losses resulting from defects and to rights of lien to items furnished to us.

XVII. Contract Adjustment

The contract shall be adjusted if unforeseen events lead to a major change in the business significance or content of the supplies or services or have a major effect on our operations. If such adjustment is not economically feasible, we have the right to rescind the contract.

XVIII. Retention of Title

1. We reserve the title to the supplied product until all outstanding receivables have been paid that have been produced by the business relationship with the purchaser at the time of delivery, including all receivables outstanding at said time as a result of follow-up orders, repeat orders or orders for replacement parts. If the value of all the security interests which we hold exceeds the total of all secured claims by more than 20%, we will release an equivalent part of the security interests at the purchaser's request. We shall be free to select the security interests as we see fit.

2. If the purchaser fails to conform with the contract, especially if he is in default on payment, we have the right to repossess the products supplied or garnish them. Repossession or attachment of supplies by us does not constitute rescission of the contract, unless we make an express written statement to this effect. We are authorised to sell the products and the proceeds of such sale will be credited to the purchaser's liabilities, with deduction of reasonable sales costs. The purchaser must treat the supplied products with due care. In particular, he must take out adequate insurance for the reinstatement value of the products in the event of losses through fire, water, storm and tempest, burglary and theft. Insurance claims held when such losses occur are to be assigned to us. If maintenance and servicing work is necessary, the purchaser must perform this promptly at his own expense.

3. . The purchaser has the right to resell or process the purchased product in the due course of business. The processing or transformation of the delivery item by the purchaser shall be deemed to always be carried out for us, i.e. we in our capacity as manufacturer in the meaning of section 950 of the Civil Code shall acquire direct ownership. If the item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion of the value of the item delivered to the other processed items at the time of processing. The same applies to the item created by processing and its sale in the ordinary course of business as to the item delivered subject to reservation of title. If the processing, mixing or blending is carried out in such a way that the

purchaser's item is to be regarded as the main item, it is agreed that the purchaser shall transfer co-ownership to us on a pro rata basis. The purchaser shall hold the sole ownership or co-ownership thus created in safekeeping for us.

4. The purchaser hereby assigns to us all claims equivalent to the final invoiced amount including value-added tax that he receives through resale of the subject of delivery or the secured interest placed in its replacement in accordance with 3. against his customers or other third parties as a result of the sale of our products. We accept this assignment. If the purchaser and his customer have an open account relationship, the claim assigned to us in advance by the purchaser also relates on a pro rata basis to the recognised balance or, in the event of bankruptcy of the customer, to the then existing "causal" balance. The purchaser still has the right to collect receivables after assigning them to us but this does not prejudice our authority to collect receivables ourselves. We will not collect receivables ourselves for as long as the purchaser meets his payment obligations from the proceeds he obtains, is not in default on payment and no application for the opening of insolvency proceedings has been filed.

5. The purchaser may neither pledge the object of purchase or the security objects which have replaced it according to 3. or 4. nor assign them as security. In the event of seizures or other interventions by third parties, the purchaser must inform us immediately in writing so that we can take action in accordance with section 771 of the Civil Procedure Code and make all information and documents available to us which are necessary to safeguard our rights. Enforcement officers or third parties shall be informed of our title. If a third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to section 771 of the Civil Procedure Code, the purchaser shall be liable for the loss incurred by us, subject to the assertion of further claims for damage, modification or destruction of the item itself.

6. In relation to all liabilities under the contract, we shall also hold a contractual lien as well as the statutory liens to the items supplied to us for processing. The right of lien can also be exercised in relation to liabilities from work previously performed, supplies of spare parts and other services, provided that they are connected with the relevant item. The right of lien shall also apply to other claims resulting from the business relationship if they are undisputed or have been finally established by a court of law. Sections 1204 ff. of the German Civil Code and Section 50 para. 1 of the German Insolvency Code shall apply accordingly.

XIX. Place of Jurisdiction, Place of Performance, Miscellaneous

1. The sole international and local place of jurisdiction for all disputes emanating from contractual agreements and legal relationships subject to the application of these General Terms of Supply is our seat of business in Tuttlingen. We also have the right to sue the purchaser at the court having jurisdiction for his seat of business, however.

2. Inasmuch as nothing to the contrary results from the contract or confirmation of order, the place of performance is also our seat of business.

3. Exclusively the law of the Federal Republic of Germany shall govern all legal relationships between ourselves and the purchaser – even if the latter's seat of business is in a foreign country – and ourselves, with exclusion of application of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4. If any single provisions in these General Terms of Supply are invalid, the rest of the provisions are not affected thereby. Any invalid provisions shall be replaced by provisions that allow the economic purpose intended by the invalid provision as best as possible.