

TERMS OF SALE AND DELIVERY

of Hotset GmbH (as of May 2022)

II. Customers with registered office outside the Federal Republic of Germany

The UN Convention on Contracts for the International Sale of Goods (CISG) shall apply to transactions of Hotset GmbH (hereinafter also referred to as: "we") with customers whose registered office is outside the Federal Republic of Germany, unless altered or amended by the following clauses. Terms and conditions of purchase of the customers shall not apply.

Insofar as these terms and conditions are presented in English, this is done only for the better understanding of the customer. The use of the English language for these GTC shall not entail an interpretation or construction of the terms hereof based on the respective concepts of English law or any other English-speaking jurisdiction.

1. Validity of these terms and conditions, form of contractual declarations
 - 1.1 Our deliveries, services and offers shall be made exclusively on the basis of these Terms and Conditions (GTC).
 - 1.2 Contractual declarations which are to be made after the conclusion of the contract must be made in text form in order to be effective.

2. Quality and use of our products, applications examples
 - 2.1 In the absence of any express agreement to the contrary, only our product description and - if available - the release drawing countersigned by the Purchaser shall be relevant for the contractual quality of our products. Our marketing documents do not constitute a contractual product description; the following clause 2.5 shall apply to these.

Release samples only serve the purpose of checking the release drawing, a specification of the quality is not connected with the sample.
 - 2.2 hotset products and their accessories are developed for applications in commercial and industrial environments. In particular, they are intended for use in organizations and by persons who are familiar with the recognized rules of technology, especially in the field of

occupational safety, and who are familiar with the relevant DIN standards, guidelines of the guilds and trade associations.

- 2.3 If and insofar as we perform work on the basis of the customer's specifications, we shall not be liable for the fact that the goods, insofar as they comply with the properties and parameters specified by the customer, are suitable with regard to the purpose for which the goods are intended by the customer, are properly designed, comply with the applicable safety regulations and design regulations or are suitable with regard to the material.
- 2.4 If the customer's planning contains specifications which we recognize as problematic or unfeasible in terms of application or production technology, we shall inform the customer thereof, if necessary, and submit a counter-proposal. In this case, the customer is obliged to check our modification proposal for usability in his application on his own responsibility. We do not assume any assurances or liability with regard to the suitability of our modification proposal for the customer's intended use.
- 2.5 All documents generally issued by hotset, which deal with the combination, assembly, arrangement and processing of our products, as well as reports on combinations and applications already carried out, are only examples of use without any binding technical statement for general applicability or for the concrete individual case of delivery. Whenever such documents are used, the customer must always critically examine for himself whether the suggestions made are suitable and applicable in every respect for the particular circumstances of his use of the delivery product, since the large number of cases occurring in practice cannot be covered in general sales documents.
- 2.6 The documents such as drawings, specifications, materials, samples, tools, models and the like provided to us by the customer prior to the conclusion of the contract shall remain the property of the customer. These are the binding basis for the preparation and elaboration of our offer. The customer must expressly point out any subsequent changes to the documents and requirements submitted to us and on which our offer is based when placing orders.

3. Conclusion of Contract

3.1 Our offers are binding, unless expressly designated as subject to change. We reserve the right to make technical changes within the scope of what is reasonable, as well as to adapt hotset products to later standardization.

3.2 The sending of our catalogs, price lists and other sales documents shall not be regarded as a contractual offer. An obligation to conclude a contract does not arise from the sending of such documents.

3.3 The conclusion of the contract is subject to correct and timely delivery by our suppliers. In the event of failure to obtain supplies we shall be entitled to reasonably postpone the performance period or the performance deadlines or to declare the contract void in accordance with the following clause 7.8.

4. Use of the myhotset Portal, Conclusion of Contracts in Electronic Business Transactions

4.1 Scope of Application

4.1.1 The terms and conditions under this section 4 contain the terms and conditions applicable between the customer and us, in addition to these GTC, for contracts concluded via the myhotset portal.

4.1.2 We conclude contracts via the myhotset portal exclusively with entrepreneurs (Unternehmer) within the meaning of § 14 German Civil Code (BGB). We refuse any sale to consumers (Verbraucher) within the meaning of § 13 German Civil Code (BGB).

4.2 Admission as User

The use of our myhotset portal by a customer requires his admission by hotset. A claim for admission to our portal does not exist. The access to the portal is done by personal access data, the customer is obligated to keep the access data secret and not to disclose them to third parties under any circumstances.

4.3 Data Protection

hotset processes personal data of the customer exclusively according to our privacy policy, which can be viewed at <https://www.hotset.com/de/datenschutz/>.

4.4 Conclusion of Contract, Contract Text Storage, Information Obligations

4.4.1 In our myhotset portal the customer can buy stock items or self-configured items. The customer simply places stock items in the shopping cart. For self-configured items, our configurator is to be used. Based on the input, the configurator checks whether the desired item can be produced. If this is the case, the customer can place the self-configured part in the shopping cart. In the shopping cart, the selection can be checked and changed if necessary.

4.4.2 At the end of the ordering process, either a binding order can be placed or an offer can be requested. If the customer places a binding order, he thereby submits a contract offer. He will receive a confirmation e-mail, which only documents the receipt of the order and does not yet lead to the conclusion of the contract.

The contract is concluded when we accept the offer by express declaration of acceptance or by shipment of the goods.

If the customer requests an offer, he will receive it by e-mail. The contract is then concluded by the customer's acceptance of this offer.

In both cases the customer receives an order confirmation.

4.4.3 The contract is concluded in German or English. The text of the contract will be stored by us and sent to the customer by e-mail with the confirmation e-mail that brings the contract into effect or with the goods and thereafter upon request together with our General Terms and Conditions.

5. Pricing, Packaging, Shipping

5.1 Our prices are ex works Lüdenscheid (EXW INCOTERMS 2020), excluding packaging. They are calculated according to the price list valid on the day of order. In the case of deliveries to be made more than 3 months after the conclusion of the contract, the price list valid on the day of delivery shall apply. In any case, the prices shall be invoiced plus the value added tax applicable on the day of delivery.

5.2 Confirmed prices of an order shall in no case be binding for repeat orders of similar parts.

5.3 In the absence of express instructions from the customer regarding packaging and dispatch, we reserve the right to choose the packaging and the transport route.

6. Terms of Payment

6.1 Unless otherwise agreed, payments shall be made in EURO.

6.2 Unless otherwise agreed, our invoices are payable within 30 days without deduction. The customer has the contractual obligation to pay the purchase price within 30 days after receipt of the goods. After expiry of this period, the customer shall be in default of payment without reminder.

We shall be entitled, despite any provisions of the customer to the contrary, to set off payments first against the customer's older debts. If costs and interest have already accrued, we shall be entitled to set off the payment first against the costs and then against the interest and finally against the principal claim.

6.3 The customer shall pay interest on a monetary debt during the period of default at a rate of 9% above the base interest rate in accordance with § 247 German Civil Code (BGB). We expressly reserve the right to claim further damages caused by default which must be proven in concrete terms.

6.4 If the customer defaults on payments, he shall also be obliged to reimburse us for any costs incurred by us for lawyers, court and execution, without prejudice to any further claims for default.

6.5 The customer shall only be entitled to set-off or retention if the counterclaims arise from the same contractual relationship.

7. Delivery Periods, Delays in Delivery, Liability for Delay in Delivery, Force Majeure

7.1 Delivery periods shall not commence before complete clarification of all economic and logistical details of performance between the customer and us. The same shall apply to delivery and performance dates. If the delivery of an item according to the customer's planning documents has been agreed, the delivery periods shall not commence before the complete planning documents have been handed over in the agreed upon file format.

- 7.2 Compliance with the delivery periods shall be subject to the Customer's fulfillment of all contractual obligations to cooperate, including in particular the payment of agreed advance payments or the provision of agreed securities.
- 7.3 We shall not be responsible for delays in delivery and performance due to force majeure and due to events that make delivery significantly more difficult or impossible for us (including, for example, epidemics, strikes, lockouts, official orders, etc.), even if they occur at our suppliers or their suppliers, even if binding deadlines and dates have been agreed. They entitle us to postpone the delivery or service by the duration of the hindrance plus an appropriate start-up time or to withdraw from the contract in whole or in part because of the part not yet fulfilled. 7.4.
- 7.4 If the impediment lasts longer than 2 calendar months, the customer, after setting a reasonable grace period, shall be entitled to withdraw from the contract with respect to the part not yet performed. In this case, the customer shall owe us compensation for the expenses we have incurred on the part of our contractual performance affected by the withdrawal. If and to the extent that this includes costs of materials, the material shall be available to the customer for collection during our business hours after reimbursement of such costs of materials.
- 7.5 If the delivery time is extended or if we are released from our obligation, the customer cannot derive any claims for damages from this.
- 7.6 We shall only be entitled to invoke the circumstances referred to in Clauses 7.3 through 7.5 if we notify the customer immediately of the occurrence of such events.
- 7.7 If a delivery date which has been firmly agreed upon has not been met without the preconditions of the aforementioned clauses 7.3 and 7.4 being met, the customer shall grant us a reasonable period of grace. If we fail to comply with this period of grace as well, we shall be liable without limitation with regard to the customer's claims for compensation for any damage caused by a covering purchase. Further damages shall only be recoverable up to the amount of the order sum. This limitation shall not apply (i) to transactions for delivery by a fixed date which are expressly designated as such, (ii) if the delay is due to the culpable breach of a material contractual obligation and (iii) in cases in which our executive employees are guilty of intent or gross negligence.

7.8 If we are not supplied by our suppliers due to circumstances for which we are not responsible (clause 3.4. above), we shall be entitled to withdraw from the contract, as shall the Buyer. We may only invoke non-delivery in cases where we are not responsible for the non-delivery. In particular, we shall not be responsible for non-delivery in the event of the conclusion of a proper, congruent hedging transaction.

8. Delivery Quantities, Call-Off Delivery Contracts

8.1 In the case of contracts with continuous delivery on call, call-off quantities and delivery dates shall be notified to us at the time of the Conclusion of such contract. We shall be entitled to manufacture the total quantity of the order in accordance with our production planning at any time during the delivery period, unless expressly agreed otherwise. If the total quantity has been manufactured, subsequent changes to the ordered goods are not possible.

8.2 The customer has the contractual obligation to allocate and accept the order quantity during the term of the contract. If the order quantity has not been accepted during the term of the contract, we shall be entitled to demand acceptance and payment of the entire remaining quantity, without prejudice to our further statutory rights. The customer shall be in default with the acceptance of the part of the order quantity not allocated and called off upon expiry of the term of the contract.

8.3 If the call-off contract has a term of more than four months, hotset has the right to demand an appropriate adjustment of the prices, if after the conclusion of the contract extraordinary increases of wages, non-wage labor costs, social security contributions, energy costs, costs due to environmental regulations, costs due to currency relations, costs due to freight rates or costs due to public charges occur, which were not foreseeable or not foreseeable to the same extent at the time of the conclusion of the contract. If the price resulting from the exercise of this right is 20 percentage points or more higher than the originally agreed price, the Purchaser shall be entitled to withdraw from contracts not yet fully performed. The withdrawal must be declared immediately after notification of the increased price.

The agreed prices cannot be changed for other reasons, in particular if a lower competitive offer is available.

9. Shipment and Transfer of Risk, Acceptance

9.1 The risk shall pass to the customer - irrespective of any agreements on transport costs - as soon as the respective product has been handed over to the person carrying out the transport or has left our warehouse for the purpose of dispatch. This shall also apply if delivery free domicile has been agreed; such an agreement shall only concern the bearing of costs, not the transfer of risk.

If shipment becomes impossible through no fault of our own, the risk shall pass to the customer upon notification of readiness for shipment. The choice of the mode of shipment is left to us, unless the customer has given express instructions in this respect. Transport damage must be reported to the carrier or freight forwarder immediately upon receipt of the consignment and a certificate issued to this effect.

9.2 If special acceptance conditions or tests have been agreed for the goods to be delivered, the acceptance/testing shall take place in our supplying plant. All acceptance costs, travel and accommodation expenses of the customer shall be borne by the customer. If the customer waives an agreed acceptance, the goods shall be deemed to have been accepted at the time of the transfer of risk.

10 Rights in the Event of Non-Conformity of the Goods or the Performance

10.1 The incoming goods shall be inspected immediately upon receipt without delay. The complaint of non-conformity of the goods or the performance shall be made without delay. In any case, a preclusive period of 6 months from receipt of the goods shall apply to the notification of non-conformity with the contract, even in the case of hidden defects.

10.2 All claims of the customer due to non-conformity of the goods or the performance shall become statute-barred after 12 months, starting with the day of the timely complaint according to clause 10.1.

10.3 If the goods do not conform with the contract, we shall have the right, notwithstanding Art. 46 of the Convention, to provide a replacement by way of remedy. In this case, the customer shall make the non-conforming goods available to us at our expense.

- 10.4 We shall only be liable for damages due to non-conformity of the goods or performance if we are at fault with regard to such non-conformity.
- 10.5 The amount of the claim for damages shall be limited to € 50,000.00.
- 10.6 The foregoing limitations of liability shall not apply to claims based on product liability or in the event of bodily injury or damage to health attributable to us or in the event of loss of life.
- 10.7 hotset has installed a quality management system certified according to DIN-EN ISO 9001. All products are constantly checked during production in accordance with our QM manual. The customer shall be entitled to obtain information on the type and scope of the quality inspections accompanying production in the course of an audit. More extensive tests than those laid down in our QM manual shall require a separate written agreement between the Purchaser and us, including a detailed description of the test parameters and test methods.
- 10.8 Our quality management system does not release the purchaser from the necessity of a proper incoming goods inspection.
- 10.9 We shall not be liable for infringements of property rights arising from the implementation of binding planning and design documents of the customer.

If claims are asserted against us by third parties on the ground of the manufacture or delivery of such items with the allegation of an infringement of property rights, the customer shall indemnify us against all claims. In such cases, we shall only conduct defense proceedings if the customer requests us to do so with a binding declaration of acceptance of costs. In this case, we shall be entitled to demand security for the costs of the proceedings.

11. Industrial Property Rights, Duty of Confidentiality

- 11.1 Documents and drawings provided to the customer as well as design services and proposals provided by us for the design and manufacture of hot runners and production equipment may only be used by the customer for the agreed purpose. The customer is prohibited from making them available to third parties or making them the subject of publications without our consent.

- 11.2 The customer may only use hotset serial designations towards his customers and/or in his advertising and in relation to products manufactured by him the name hotset or brands or marks protected for hotset, if exclusively the corresponding hotset products and accessories were used for the production. Likewise, the customer may only adopt statements and data from our sales documents for his products if he has exclusively used hotset products for their manufacture.
- 11.3 The customer, like us, is obliged to treat all commercial and technical details which are not in the public domain and which become known to each other through the business relationship as business secrets. Drawings, models, scales, samples and similar objects may not be handed over or otherwise made accessible to third parties. The reproduction of such items is only permitted within the scope of operational requirements and copyright regulations.
12. Retention of Title
- Ownership of the contractual goods shall not pass to the customer until they have been paid for in full.
13. Data Protection
- The handling of the business relationship is supported by a data processing system. Accordingly, the customer's data (address, communication links, delivery products, delivery quantities, prices, payments, cancellations, etc.) are recorded in an automated file and stored until the end of the business relationship. The customer is hereby informed of this storage. For further details, please refer to our data protection declaration, which you can view at <https://www.hotset.com/en/privacy-policy/>.
14. Productive Assets, Tools
- 14.1 Productive Assets (tools, molds, templates, production equipment) are all objects which are manufactured for the production of ordered parts based on drawings or samples (based on special specifications) and whose purpose is to serve the production process

of the ordered items. The costs of the Productive Assets shall be invoiced separately from the product price with the initial sample.

- 14.2 The costs of maintenance and proper storage as well as the risk of damage to or destruction of Productive Assets shall be borne by us. However clause 14.1 shall apply to the manufacture of replacement Productive Assets which have become necessary as a result of regular wear and tear.
- 14.3 We shall store the Productive Assets free of charge for a period of two years after the last delivery to our contractual partner. After expiry of this period, we shall give our contractual partner the opportunity to comment on the further storage within 6 weeks. The storage period shall end if no comments are made within the 6 weeks or no new order is placed. If a new order is placed within this period, this clause shall be applied again.
- 14.4 The customer does not acquire ownership of the Productive Assets produced by us, even if he bears the costs in whole or in part.

15. Severability Clause

The invalidity of any of these clauses shall not affect the legal validity of the contract as a whole.

16. Place of Performance, Place of Jurisdiction

The place of Performance and place of jurisdiction is the registered office of the seller, but we are also entitled to sue the customer at his general place of jurisdiction.