

TERMS OF SALE OF VHF CAMFACTURE AG



1. Validity

All offers, deliveries and other services provided by us shall be carried out exclusively on the basis of the following terms and conditions. Our Terms of Sale shall also apply to all future transactions. The general terms and conditions of the contracting party that are not expressly recognized by us shall be invalid. Our Terms of Sale shall also apply if we deliver goods to the contracting party without reservation in full knowledge of the terms and conditions of the contracting party that conflict with or deviate from our Terms and Conditions. Unless expressly stated otherwise, the statutory provisions shall apply. Changes and additions to these Terms and Conditions must be made in writing. Any verbal agreements shall immediately be confirmed in detail in writing by the contracting parties. Our Terms of Sale shall only apply to companies within the meaning of § 310 (1) BGB (German Civil Code). The written form specified in these Terms of Sale shall also be complied with by text form (§ 126b BGB (German Civil Code)).

2. Offer

- a. Our offers are subject to change and non-binding. Inquiries from contracting parties that do not form the content of an order or order confirmation shall be non-binding for us.
- b. If the offers or order confirmations are based on documents such as illustrations or drawings, these shall be deemed non-binding. We reserve the right of ownership and copyright to all such documents. These documents may not be made accessible to third parties without our prior written consent. Dimensions or weights are understood as approximate values that are typical in the industry, unless they are expressly designated by us as binding.

3. Conclusion of a contract and scope of delivery

- a. If an order is placed by the contracting party in response to an offer from us, the contract shall only be concluded upon our written order confirmation, from which the content and scope of the fulfillment of such shall exclusively arise. If no order confirmation is issued by us in response to an order placed by the contracting party, e.g. in the case of tools or consumables, the contract shall be concluded upon execution of the order by us. In this case, the content and scope of the contractual performance arises from the article description in the respective current vhf catalogs. If an item is not listed in the catalogs and a delivery is nevertheless made without an order confirmation, the content and scope of the service shall be based on the written order.
- b. We reserve the right to make technical changes and modifications to the delivery item, provided such changes do not contradict the order confirmation.
- c. The conclusion of the contract is subject to self-delivery. This shall not apply if we are responsible for the non-delivery, in particular if we have not concluded a congruent hedging transaction. We will immediately notify the contracting party of the non-availability of the goods and

refund any compensatory measures implemented without delay.

4. Prices and payment terms

- a. Unless otherwise stated in the order confirmation, our prices are ex works in Euro excluding packaging, freight, transfer, postage, insurance, customs duties and the applicable statutory rate of value added tax.
- b. If no fixed prices have been agreed, the prices indicated in our current price lists shall apply. The prices set forth therein shall apply subject to the condition that our Terms of Sale are accepted by the contracting party without restriction.
- c. The minimum order value for deliveries within Germany is 75 Euro, otherwise we reserve the right to charge a minimum quantity surcharge of 10 Euro. A minimum order value of 200 Euro is imposed for deliveries to the EU, to Switzerland 250 Euro, and outside these countries the minimum order value is 300 Euro; the minimum quantity surcharges are 25 Euro (EU), 35 Euro (Switzerland) and 45 Euro (worldwide). Unless otherwise agreed, deliveries outside Germany will be carried out exclusively against prepayment or credit card.
- d. Unless otherwise agreed, invoices shall be due for payment within 30 days of the invoice date. Payments shall only be deemed to have been carried out when they are credited to our account.
- e. If, after conclusion of the contract, it becomes apparent that our payment claim is compromised by the contracting party's inability to pay, we may refuse performance and set the contracting party a reasonable period within which it must pay for the delivery concurrently or provide security. In the event of refusal by the contracting party or the unsuccessful expiry of the deadline, we reserve the right to withdraw from the contract and demand compensation for damages.
- f. In the event of default in payment, we shall be entitled to charge the statutory rate of default interest. The assertion of further damages arising from a delay remains unaffected.
- g. The contracting party shall only be entitled to rights of set-off or retention insofar as its counterclaim is undisputed or has been legally established or it is based on the same contractual relationship as our claim.

5. Delivery

- a. Delivery dates and deadlines are always only approximate and are not binding for us unless a delivery date has been expressly agreed in writing as binding.
- b. Delivery periods shall commence with the date of the order confirmation or, in the case of an agreed advance payment, with our receipt of payment. Delivery periods and deadlines shall be deemed to have been fulfilled if, by the time such deadlines expire, the delivery item has left our shipping site or the contracting party has been notified in writing that the delivery item is ready for dispatch.
- c. Delivery dates and delivery periods shall be extended appropriately if the contracting party delays or fails to perform any essential or agreed cooperative actions, and in the event of force

majeure and all other impediments for which we are not responsible and which have a considerable influence on the delivery or service, in particular strikes and lockouts at our company, our suppliers or their subcontractors, and in the event of war, pandemics and natural disasters. We shall be released from the delivery obligation if the delivery or service becomes impossible or unreasonable due to the aforementioned circumstances. If the delivery time is extended or if we are released from the delivery obligation, the contracting party can derive no claims for damages arising from such extension or release.

- d. Unless otherwise agreed, changes to the order shall result in the cancellation of agreed dates and deadlines. If, after conclusion of the contract, the contracting party requests amendments or additions to the order which make it impossible to meet the delivery date, such date will be extended in accordance with the changes and additions by a period that is appropriate to effect such amendments and additions.
- e. We shall have a right of retention for further deliveries until all previous deliveries have been paid in full.
- f. We reserve the right to make partial deliveries and provide partial services, provided that the partial delivery is usable for the contracting party within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the contracting party does not incur a significant additional outlay or cost (unless we agree to bear such costs).

6. Shipping and transfer of risk

- a. In the absence of a specific agreement, the choice of the shipping route and the shipping method shall be at our discretion. At the request of the contracting party, the delivery item will be insured for transport. The costs of shipping, packaging that is standard in the industry and transport insurance shall be borne by the contracting party.
- b. Goods notified as ready for dispatch must be assumed by the contracting party without delay, otherwise we are entitled to ship them at our own discretion and/or to store them at the expense and risk of the contracting party.
- c. The risk shall pass to the contracting party when the delivery item is handed over to the railroad, the freight forwarder, the carrier and other shipping agents or upon notification that the item is ready for shipment, but no later than when it leaves the factory or distribution warehouse, even if we have assumed responsibility for delivery. The shipment is always carried out on behalf of the contracting party.
- d. The contracting party shall be obliged to accept a delivery item even if such item exhibits only minor deviations from the agreed quality or a minimal impairment of use.
- e. If the shipment is delayed at the request of the contracting party, the contracting party may be charged for any costs arising from storage.
- f. If we state our willingness to take back an ordered and properly delivered item as a matter of goodwill, we shall be entitled to charge a reasonable restocking fee. The following thereby applies: Only items such as tools or consumables in a proper, salable condition are eligible for return. No custom-made products or orders may be returned; this includes in particular

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complete CNC milling machines. After returning the items, the contracting party will receive a credit note in the amount of the value of the goods, minus the restocking fee. This will not be paid in cash, but will only be offset against future purchases or orders.

7. Installation and assembly

- a. Installation, assembly and commissioning shall only be carried out by us upon a written agreement. The contracting party shall be responsible for this unless otherwise agreed.
- b. If we undertake the installation, assembly and commissioning of complete CNC milling machines, an information letter will be sent by us well in advance of the delivery, which provides details of all the necessary requirements (required floor space and passage width, requirements for the installation site, forklift for unloading, etc.) to ensure efficient delivery and installation. The contracting party must ensure that all the above requirements are satisfied in full before delivery. Unless otherwise agreed, the contracting party shall bear the costs of installation, assembly and commissioning, including travel expenses based on our valid rates and price lists.
- c. If, upon delivery, we install and assemble the item, the risk shall be transferred on the date of acceptance at the premises of the contracting party and, if a trial operation has been agreed, after the faultless trial operation.

8. Delay in delivery and inability to deliver

- a. In the event of a delay in delivery, withdrawal in lieu of performance shall also require the contracting party to set us a prior reasonable deadline in writing to provide the performance due under the contract, with a threat of refusal to accept the service. The time limit is at least 25% of the agreed or stated delivery time, but a minimum of 14 days. After expiry of this period, the contracting party shall, after a request from us, state whether it would like to uphold the delivery or withdraw from the contract. The contracting party shall not be entitled to reject the delivery or to withdraw from the contract in lieu of performance if it fails to state its intention within a reasonable period set by us.
- b. Should we be unable to carry out the delivery or if we are in default of such, the contracting party may only withdraw from the contract if we are liable for a breach of our obligation.
- c. The contracting party may not withdraw from the contract before the performance is due or in the event of only an insignificant breach of duty on our part. Withdrawal is excluded if the contracting party is solely or essentially responsible for the circumstances that would entitle it to withdraw, or if circumstances arise during the contracting party's default in acceptance for which we are not liable.

9. Rights to the software

- a. Our software (program and user manual) is protected under the law. We shall be exclusively entitled to any rights to the software and to any other items that are provided or made accessible to the contracting party within the scope of

the initiation and performance of the contract. If third parties are entitled to the rights, we shall own the respective exploitation rights.

- b. The contracting party shall receive a single, non-exclusive right of use to the software, which shall not be limited in terms of space or time. Unless otherwise agreed, the software may only be used on hardware supplied by us or, in the case of the contracting party's own hardware, only on a single computer.
- c. In all other respects, the mandatory provisions of the Copyright Act (§ 69 a et seq. UrhG) shall also apply in addition with regard to the rights of use.
- d. The contracting party shall receive the software consisting of the machine program and the user manual. Unless otherwise agreed, programs and manual shall be delivered on CD-ROM. The contracting party has no right to the source program.

10. Defects

- a. The delivery items shall be deemed free from defects if they correspond to the quality agreed. The quality of the delivery items arises exclusively from the information in the order confirmations or, if the delivery is fulfilled without an order confirmation, from the item description in the respective current vhf catalogs. The contracting party shall bear the risk of the suitability of the delivery items for the purpose intended by the contracting party and their compatibility with other components or systems. The condition at the time of transfer of risk shall be exclusively the contractual condition of the delivery items.
- b. In particular, we shall not be liable for malfunctions and/or damage caused by unsuitable or improper use or operation, faulty assembly or commissioning by the contracting party or third parties, incompatibility with other systems or modules, normal wear and tear, faulty or negligent handling, or for the consequences of improper modifications or repair work carried out by the contracting party or third parties without our consent. The contracting party is responsible for the data backup.
- c. The contracting party shall subject the delivery items to a thorough inspection immediately after delivery, and such items will be deemed to have been approved by the contracting party regarding obvious defects if the contracting party fails to immediately notify us in writing no later than within five working days (Monday to Friday excluding public holidays at the contracting party's registered office) after delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the contracting party if such defects are not immediately notified to us in writing no later than five working days from the date on which the defect became apparent. However, if the defect was already apparent at an earlier time during normal use, the earlier date shall be decisive for the start of the period of notification of defects. If the contracting party is a commercial enterprise, its obligations under commercial law to inspect the goods and to give notice of defects shall remain unaffected (§ 377 HGB (Commercial Code)).
- d. The contracting party shall provide the opportunity to verify notices of defects, also by third

parties. If the notice of defect is invalid and the contracting party has recognized this or has negligently failed to recognize this, it shall be obliged to compensate us for any costs incurred for the inspection.

- e. In the event of defects, we shall, at our discretion, remedy the defect or deliver a new product (subsequent performance). In the event of a failure, unreasonableness or refusal of subsequent performance, the contracting party may reduce the price or, in the case of defects that are not merely insignificant, withdraw from the contract and/or claim damages within the limits of no. 12. Any costs arising from subsequent performance due to the fact that the delivery items have been moved to a site other than the agreed place of performance shall only be borne by us if a corresponding agreement has been made.
- f. Following consultation with the contracting party, the latter must grant us the necessary time and opportunity for remedial action or subsequent delivery. The contracting party shall provide a description of all the defects or malfunctions in writing that is as accurate and comprehensive as possible to help us to analyze and remedy the defect. We shall be entitled to attempts at remedial measures to the extent permitted by law. The complexity of the software may also require several remedial attempts under certain circumstances.
- g. We reserve the right to attempt remedial measures in accordance with our warranty conditions as specified in no. 11 below. The contracting party shall, in any event, send us the defective components free of charge upon request. In this case, we shall remedy the defect by sending a defect-free component free of charge to the contracting party. If the defect cannot be remedied in this way, it will be rectified by a service technician on site. We may also eliminate any software defects by remote data transmission and with software patches or alternative program components. An equivalent new version of the program or the equivalent previous software version that was error-free shall be accepted by the contracting party if this is reasonable for the latter. We shall be released from any liability if the contracting party declines the above options.
- h. Should the supplementary performance fail, the contracting party shall be entitled to reduce the remuneration and, in the event of a significant breach of the obligation, to withdraw from the contract and/or to claim damages in accordance with no. 12.
- i. Claims for defects shall become statute-barred twelve months after the handover of the delivery item. This shall not apply if longer periods are mandatory. This also does not apply to claims for damages and reimbursement of costs that arise from compensation for bodily injury or damage to health, which are based on intent or gross negligence or within the scope of guarantees provided by us and for liability under the Product Liability Act (Produkthaftungsgesetz).

11. Liability

- a. Our liability for damages and costs arising from injury to body, life or health, for intent and gross negligence, for the absence of a guaranteed quality and under the Product Liability Act (Produkthaftungsgesetz) is unlimited.

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- b. In the event of a minor breach of any material contractual obligations (i.e. an obligation whose fulfillment is a prerequisite for the proper execution of the contract or on whose fulfillment the contracting party may regularly rely), our liability shall be limited to the foreseeable damage typical for the contract. Our liability for a minor breach of non-contractual obligations is excluded. These provisions shall apply accordingly to our liability for reimbursement of futile costs.
- c. When determining the sum of damages to be paid by us, our economic circumstances, the type, scope and duration of the business relationship, any contributions to causation and/or fault on the part of the contracting party in accordance with § 254 BGB (German Civil Code) and a particularly unfavorable installation situation of the delivery items shall be reasonably taken into account in our favor. In particular, the compensation, costs and expenses we will incur must be commensurate with the value of the delivery items.
- d. The contracting party shall draw our attention expressly and in writing to the risk of unusually high damage with each order; otherwise we shall not be liable for such damage. The risk of unusually high damages shall exist in particular if the contracting party has committed itself to its customers or other third parties to pay a contractual penalty, liquidated damages or other payment in the event of a defect or delay, in connection with our performance or delivery to the contracting party.
- e. The above provision shall also apply to our legal representatives, employees and vicarious agents.

12. Retention of title

- a. The delivery item shall remain our property (reserved goods) until all the claims arising from the business relationship between us and the contracting party have been paid in full.
- b. The processing or transformation of the delivery item by the contracting party is always carried out for us. If the delivery item is processed with other items that are not owned by us, we shall acquire co-ownership of the new item in the ratio of the value of the delivery item to the other processed items at the time of processing. If the delivery item is combined with other items that are not owned by us, such that the items cannot be separated, we shall value the co-ownership of the new item in the ratio of the value of the delivery item to the other combined items at the time of combining. If the combining takes place such that the item of the contracting party is considered the main object, the contracting party shall transfer ownership to us on a pro rata basis. The contracting party shall hold the sole or co-ownership thus created in safe custody on our behalf. In all other respects, the same shall apply to the new item created by processing, combining or mixing as to the goods subject to retention of title.
- c. The resale of the reserved goods and pledges or transfers of ownership by way of security are not permitted without our prior written consent. However, should the goods be resold, the contracting party shall assign to us the claim against the contracting party arising from the resale.
- d. The contracting party shall immediately notify

- us in writing in the event of seizures or other interventions by third parties, to enable us to take legal action in accordance with § 771 ZPO (German Code of Civil Procedure). If the third party is unable to reimburse us for the justified judicial and extrajudicial costs arising from this action, the contracting party shall be liable for the loss incurred by us.
- e. Insofar as the respective law in the area where the delivery item is located does not permit a reservation of title, we shall be entitled to exercise all the rights we may otherwise reserve to the delivery item. The contracting party shall cooperate in all measures we may wish to implement to protect our title or, in lieu thereof, any other security interest in the delivery item.
- f. The rights of use to software supplied by us shall not pass to the contracting party until the contractual remuneration has been paid in full. Prior to this, the contracting party has only a provisional right of use, which can only be revoked under the law of obligations. The rights of use shall be deemed revoked upon exercise of the reservation of title.
- g. We shall release goods subject to retention of title and assigned claims to the extent that the security value of the goods subject to retention of title and the assigned claims exceeds our claims. The security value is equal to the amount of the purchase price minus 10% for recycling losses and costs. The release shall be carried out by transfer of ownership or reassignment.

13. Infringements of property rights

The contracting party shall immediately notify us in writing if third parties assert industrial property rights to the delivery items against it. In this case, the contracting party authorizes us to conduct the dispute with the third party on our own. As long as we exercise this authorization, the contracting party shall be prohibited from acknowledging the claims of the third party on its own initiative without our consent; in this case, we shall defend the claims of the third party at our own cost and shall indemnify the contracting party against all costs associated with the defense against such claims, insofar as they are not based on conduct of the contracting party in breach of an obligation (e.g. use in breach of contract).

14. Confidentiality

- a. The contracting party shall treat all commercial and technical details that are not in the public domain and of which it becomes aware through the business relationship with us as business secrets for as long as they do not become public knowledge. The contracting party's vicarious agents (including employees) shall be bound accordingly in writing and the obligations shall be presented to us upon request.
- b. The contracting party may only refer to an existing business relationship with us for advertising purposes with our prior written consent.
- c. Unless already prohibited by copyright or other law, the contracting party is prohibited from obtaining a trade secret by observing, examining, dismantling or testing products or items that we have provided to it.

15. Deliveries to countries outside Germany

- a. The contracting party shall observe the German export regulations if the goods are exported and shall notify its customer that German export regulations apply to exported goods.
- b. If deliveries are made duty unpaid at the request of the contracting party, the contracting party shall be liable to us for any subsequent claims from the customs authorities and shall indemnify us against such claims.

16. Place of performance | Place of jurisdiction | Applicable law | Severability clause

- a. The place of performance and jurisdiction for all obligations arising directly or indirectly from the contractual relationship is the location of our registered office in 72119 Ammerbuch. We also reserve the right to assert claims at the supplier's registered office.
- b. The law of the Federal Republic of Germany shall apply to the exclusion of the provisions of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- c. Any rights arising from this contract may only be transferred by the contracting party and us to third parties by mutual agreement.
- d. Should any provision of these Terms and Conditions be or become invalid, the validity of the remainder of the contract shall be unaffected. The contracting parties shall replace the invalid provision with a provision that comes as close as possible to it in terms of economic benefit.

17. Language

These Terms of Sale are issued in German and in English. In cases of doubt, the German wording shall prevail.

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