

I. General – scope of application

1. This translation of MSM's General Terms and Conditions has been made for information purposes only. In case of discrepancies between the German and the English version, the German version shall prevail.

2. These General Terms and Conditions (hereinafter "GTC") are a component of all quotations and contracts of MSM Markier-Sensor-Systeme GmbH (hereinafter "MSM") for deliveries and other services, including as part of future business relationships. They only apply if the customer is a merchant (Art. 14 BGB – German Civil Code), a legal person under public law or a special fund under public law. Otherwise, special conditions apply. The customer hereby confirms that it falls within one of the aforementioned groups.

3. Deviating agreements and terms and conditions of the customer are only binding if expressly confirmed as such in writing by MSM. These GTC shall be deemed to have been accepted upon acceptance of the delivery or receipt of the other services, at the latest.

II. Quote, conclusion of contract, subject matter of the contract

1. Unless expressly identified as binding, the quotations of MSM are non-binding and subject to change. Verbal or written orders from the customer shall be deemed as accepted upon provision of the written order confirmation or upon delivery of the ordered goods within a reasonable period. In case of doubt, a reasonable period shall constitute ten calendar days.

2. Unless expressly specified otherwise in writing, documents relating to quotations from MSM, such as images, drawings, weights, measurements, and descriptions of performance or other characteristics are merely approximations and subject to deviations that are customary in the trade. An assurance of characteristics must also be expressly identified as such in writing.

3. Before printing, MSM will provide the customer with a proof, final artwork or a master copy. The customer is obliged to check these and inform MSM of any required changes or additions. Upon approval of the proof, the final artwork or the master copy by the customer, MSM's contractual obligation shall consist of executing the print in accordance with this master copy only. MSM assumes no liability for printing errors that the customer has failed to identify in the master copy. If the customer requires retroactive changes when printing, MSM will immediately send the customer a quotation that takes into account the customer's requirement.

4. Confirming the drawing number shall not release the customer from its obligation to carefully scrutinise the definition in our order confirmation. The text in our order confirmation shall apply primarily with regard to the execution and delivery. Complaints stating the reason "does not conform to drawing" can therefore not be acknowledged in principle, as drawings can be ambiguous and interpreted incorrectly.

5. MSM will usually produce repeat orders based on the last delivery made. If the customer requires changes in comparison to the last delivery made, the requested change must be clearly visible and identified in a DIN EN ISO 7200 compliant way in the output state (drawing index). Otherwise, the last delivery made shall be deemed to have been re-ordered.

III. Delivery

1. Delivery is made from the warehouse (ex-stock), which is also the place of fulfilment.

2. The printing and stamping tools created for the production process, as well as final artwork and reproduction copies, shall remain the property of MSM and will not be provided to the customer. MSM will decide at its own discretion whether and for how long these materials will be retained for any repeat orders.

3. The copyrights, usage rights, neighbouring rights and other rights to the designs, samples, final artwork, films and similar material created by MSM shall remain with MSM. The customer may not copy these materials, nor make them available to competitors of MSM or other third parties.

IV. Prices

1. The price lists of MSM and other general pricing information are subject to change.

2. Unless agreed otherwise, prices are quoted for delivery ex-stock, do not include packaging, loading, transportation, insurance, unloading, assembly, installation and start-up, and are subject to VAT at the statutory rate.

3. The quoted prices are only valid for the individual order concerned. Fixed prices, i.e. prices that will also be valid for follow-up orders, must be agreed separately in writing.

V. Payment terms

1. Invoices are payable net cash within 30 days of the invoice date, whereby the point at which MSM receives the money shall be decisive. Upon expiry of the aforementioned payment period, the customer will be in arrears without the need for a reminder.

2. The customer may only offset against receivables that it is owed from the same contractual relationship or which are undisputed by MSM or legally ascertained. The customer may only exercise a right of retention for counter-claims from the same contractual relationship.

3. If, after conclusion of the contract, it becomes apparent that the payment due to MSM is at risk due to the customer's inability to pay (e.g. in the event of an application to open insolvency proceedings), MSM shall be entitled to refuse performance and – if necessary, after setting a deadline – to withdraw from the contract in accordance with the legal provisions (Art. 321 BGB). For contracts relating to the production of unique goods (custom-made products), MSM may withdraw from the contract immediately; this shall not affect the legal provisions relating to the dispensability of setting a deadline.

VI. Periods and deadlines

1. If a period has been agreed for a delivery or the performance of another service, this period shall only begin once the customer has provided the information or documents needed to perform the delivery or service. The same applies to dates that have been agreed for the delivery or the performance of another service on the proviso that the date will be postponed by the amount of time that the customer needed to provide the information or documents required to perform the delivery or service.

2. A period shall be deemed to have been observed:

a) for delivery without assembly or installation, if the goods have been made available for shipment within the agreed period; if the goods are not made available for shipment on time for reasons within the customer's sphere of risk, the period shall be deemed to have been observed upon notification that the goods are ready for shipment;

b) for delivery without assembly or installation, or in the case of another service being performed, as soon as these have been performed in acceptable form within the agreed period.

3. For circumstances which make it impossible or excessively difficult for MSM to deliver the goods or perform the service on time, including in particular force majeure, insurgence, strikes, lock-outs, problems with the supply of energy and raw materials, official intervention, etc., the period shall be extended by a reasonable amount of time. This shall not apply if the reasons are attributable to MSM.

4. If delivery is delayed due to circumstances attributable to the customer, MSM, after notification that the goods are ready for shipment, shall be entitled to a storage charge amounting to 1% of the order value for each month of delay or part thereof. MSM has the right to prove that greater losses have been incurred. Likewise, the customer has the right to prove that MSM has incurred lower losses or no losses at all.

VII. Transfer of risk upon delivery

1. The risk shall transfer to the customer, at the latest, upon the goods being made available for shipment, including in cases where a permissible partial delivery is made, MSM has borne the shipping costs or MSM is still required to provide other services in addition to the delivery. At the customer's request and expense,

MSM will insure the goods against breakage, theft and transit, fire and water damage, as well as other insurable risks.

2. If shipment is delayed due to circumstances within the customer's sphere of risk, the risk shall transfer to the customer upon notification that the goods are ready for shipment.

3. The above provisions shall also apply if MSM is still required to perform work on the delivered goods at the customer's premises, especially assembly or installation of the goods. This shall not affect MSM's obligation to perform this work in accordance with the contract.

VIII. Defect notifications and warranty

1. The customer shall examine the goods immediately upon delivery by MSM, as far as this is feasible within the ordinary course of business. If a defect is found, MSM must be notified immediately. If the customer fails to notify the defect, the goods shall be deemed as accepted, except in cases where the defect was not discovered during inspection. If such a defect is discovered later, the customer must inform MSM immediately upon discovery thereof, otherwise the goods shall be deemed as accepted even in consideration of this defect. The above provisions shall not apply if MSM has deliberately concealed the defect.

2. Deviations in size, quantity, weight, quality, colour, etc. which are customary in the trade shall not constitute a defect. Overdelivery and underdelivery cannot be ruled out entirely for prints. Overdelivery up to 10%, and underdelivery up to 5%, shall not constitute a defect. Nevertheless, in the event of underdelivery, the customer may demand that the shortfall is still delivered. However, MSM is entitled to reject this demand in return for a proportionate refund of the purchase price. The detailed item description contains a reference to DIN standards, but provides no assurances of characteristics.

3. If MSM is liable for a defect, it may choose to repair the defect or deliver a defect-free replacement; this shall not affect MSM's right to refuse performance in accordance with the legal provisions. The remedial action shall not include the disassembly of the defective goods nor the reinstallation if MSM was not obliged to install them in the first place. If a customer's demand to repair the defect proves to be unjustified, MSM may demand that the customer reimburses the costs that were incurred in relation thereto. If MSM fails to fulfil its obligation to take remedial action, the customer may withdraw from the contract or demand a reduction in the purchase price in accordance with the legal provisions. However, there shall be no right of withdrawal if the defect is irreparable. Claims by the customer for damages or the reimbursement of futile expenses only exist within the scope of IX. and are otherwise excluded. MSM assumes no liability for public statements by the manufacturer or other third parties (e.g. advertising messages).

4. The limitation period for claims relating to material defects or defects of title is one year. If a delivered item is a construction or an item that has been used in its intended way for a construction and has caused its defective condition (construction materials), the limitation period is five years. The same applies to work services within the meaning of Art. 634a para. 1 No. 2 BGB. This shall not affect any special legal provisions on third-party claims for the restitution of property, for bad faith by MSM and for claims of recourse against the supplier in the case of final delivery to a consumer in accordance with the contract. The aforementioned limitation periods also apply to contractual and extracontractual claims for damages by the customer which relate to a defect, unless application of the normal statutory limitation period would lead to shorter limitation in individual cases. The limitation periods under product liability law shall remain unaffected in any case. For the rest, claims for damages by the customer pursuant to IX. shall be subject exclusively to the statutory limitation periods.

IX. Other liability

1. MSM shall be liable for damages in the event of intent or gross negligence. In the case of simple negligence, MSM shall only be liable for

a) damages relating to loss of life, bodily injury or impairment of health;

b) damages resulting from a breach of an essential contractual obligation (i.e. a duty that is essential for the proper execution of

the contract and which the contractual partner can usually expect to be complied with). In such instance, however, the liability of MSM shall be limited to the compensation of foreseeable and typical loss or damage.

2. The aforementioned limitation of liability shall not apply if MSM has deliberately concealed a defect or has offered a quality guarantee. The same applies for claims by the customer under product liability law.

3. For a breach of obligation that is not attributable to a defect, the customer may only cancel or withdraw from the contract if MSM is responsible for the breach of obligation. A free right of termination by the customer (especially pursuant to Art. 651, 649 BGB) is excluded. For the rest, the legal provisions and consequences apply.

X. Retention of title

1. MSM shall retain ownership of the delivered goods as goods subject to retention of title (hereinafter "retained goods") until full payment of the purchase price, all other current and future receivables under the purchase contract and all other receivables from an ongoing business relationship (hereinafter "assured receivables"). The inclusion of individual receivables in a running account, or the balancing of an account and the recognition thereof, shall not annul the retention of title.

2. In the event of a breach of contract by the customer, especially non-payment against the owed purchase price, MSM shall be entitled to withdraw from the contract in accordance with the legal provisions and/or demand that the goods be surrendered on the basis of the retention of title. Any demand for the surrender of goods shall not simultaneously constitute a declaration of withdrawal from the contract; rather, MSM shall be entitled to demand only that the goods be surrendered and to reserve the right to withdraw from the contract. However, MSM shall only assert these rights if the customer was set a grace period beforehand which expired fruitlessly or if setting such a grace period is legally superfluous.

3. Before full settlement of the assured receivables, the retained goods may not be pledged to third parties nor assigned as collateral security. The customer shall inform MSM immediately in writing if and to what extent third parties gain access to the retained goods.

XI. Final provisions

1. If the customer is a merchant, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all claims arising from or in relation to this contract shall be MSM's registered office. The same applies to persons who do not have a general place of jurisdiction in Germany, or who have transferred their domicile or usual place of residence outside of Germany after conclusion of the contract, or whose domicile or usual place of residence is not known at the time that the proceedings are initiated.

2. This agreement is subject to the laws of the Federal Republic of Germany, under exclusion of the UN Convention on Contracts for the International Sale of Goods as well as the provisions of private international law.

3. The parties are obliged to maintain confidentiality over the concluded agreements. Company and trade secrets as well as business matters of a confidential nature, which are identified or clearly recognisable as such, shall be treated confidentially by the parties and not made available to third parties without the express consent of the other party.

4. Should individual provisions of this contract be or become fully or partially invalid, this shall not affect the validity of the remaining provisions. In the case of an invalid provision, the parties shall negotiate a valid and reasonable replacement provision that corresponds as closely as possible to the originally intended commercial purpose of the invalid provision.