

## General Performance Conditions for Component and Material Tests (February 2020)

### I. General provisions

1. The present General Terms and Conditions of Service for Component and Material Testing („GTC Testing“) apply to all our business relations with our customers („Customer“), provided that the Customer is an entrepreneur (§ 14 German Civil Code; Bürgerliches Gesetzbuch, “BGB“), a legal entity under public law or a special fund under public law.
2. We carry out static and dynamic component and material testing and offer related and general technical consulting services (collectively „testing services“).

The mutual written declarations are decisive for the scope of the testing services. However, general terms and conditions of the Customer shall only apply insofar as we have expressly agreed to them in writing. In all other cases, these ‘GTC Testing’ shall be exclusively applicable to the contract. Unless otherwise agreed, the ‘GTC Testing’ in the version valid at the time of the order or at least in the version last communicated to the Customer in text form shall also apply to similar future contracts without us having to refer to them again in each individual case. Upon placing the order or performing the test services, the ‘GTC Testing’ with their entire content become part of the test contract.

3. Legally relevant declarations and notifications to be made to us by the Customer after conclusion of the contract (e.g. setting of deadlines or similar) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax), in order to be effective. Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

### II. Offers for testing services

1. Our offers for component and material testing and for consulting services are subject to change and non-binding, unless they are expressly marked as binding or contain a specific period of acceptance. The above applies accordingly to documents accompanying the quotation.
2. With regard to the accuracy of the assignment, the Customer is responsible for providing us with all necessary information regarding the assigned test within a reasonable time so that the test services can be performed in accordance with the contract.
3. Supplements and amendments to the agreements made, including these ‘GTC Testing’, must be made in writing to be effective. To comply with the written form, telecommunication transmission, in particular by fax or e-mail, is sufficient, provided that a copy of the signed declaration is transmitted. Oral promises on our part prior to the conclusion of this contract are legally non-binding and oral agreements between the contracting parties are replaced by the written contract, unless it is expressly stated in each case that they continue to be binding.

### III. Scope of Service

1. We perform the testing services taking into account the specific requirements of the Customer, a suitable test arrangement selected by us and in compliance with the generally accepted rules of technology.

2. The test objects provided by the Customer are subjected to the intended test procedure, but in principle are neither processed nor changed. We are not liable for any damage or deterioration of the test item.
3. The test result obtained shall only be binding if it is contained in our written test report. The same shall apply accordingly to any advice given by us. The Customer shall use findings and actions derived from the test result and the consultations exclusively on his own responsibility.

### IV. Cooperation of the Customer

1. The Customer shall deliver the test objects at no cost and risk to our test site Zum Hohenstein 15 in 59889 Eslohe, Germany and collect them after testing. Should the test items be returned to the Customer at the Customer’s request after testing, the shipment shall be at the Customer’s expense and sole risk. The risk is transferred to the Customer upon delivery to the shipping person. Notification of the readiness for handover or dispatch is equivalent to the time of handover.
2. If a customer-specific duty to cooperate or a customer-specific test setup is generally required, the Customer must approve these preparatory arrangements before the start of the test procedure and confirm in writing that these actions comply with his specifications.
3. We are entitled to terminate the testing contract without notice and to demand appropriate compensation if the Customer does not fulfil his obligations to cooperate in accordance with this section IV. within an appropriate period.

### V. Processing Modalities

Information on the scope and duration of the testing and consulting services are non-binding unless we have expressly described them as binding. Events for which we are not responsible and which considerably prolong the duration of the testing services entitle us to withdraw from the contract without being liable to pay compensation.

### VI. Reservation of Title

We expressly reserve the ownership or the legal title to our offer documents, test and consulting results and prepared test and consulting reports until full payment by the Customer. If the Customer defaults on payment, we reserve the right to demand the complete surrender of the test and consultancy documents, without the Customer being entitled to make and retain copies, similar transcripts or other notes etc. of these. In this case, the Customer hereby agrees to the immediate and complete surrender of these test documents at our first request.

### VII Prices and Terms of Payment

1. The remuneration shall be based on the services commissioned in each case plus the applicable statutory value added tax.
2. The test and consultancy fee is payable net (without deduction) within 30 days of the invoice date. The statutory regulations in the event of default of payment shall apply.

3. The Customer is only permitted to offset if his counterclaim is legally established, undisputed or recognized by us.

#### VIII. Liability

1. We prepare documentation on the test and consulting results obtained on the basis of the information, documents and/or samples provided by the Customer. The Customer is responsible for drawing the necessary conclusions from the test and consulting results for his business. Neither KettenWulf Betriebs GmbH nor its executives or employees are responsible to the Customer or third parties for actions taken or omitted on the basis of these test and consultancy results. The same shall apply to incorrect tests, insofar as these are based on unclear, incorrect, incomplete or misleading information provided by the Customer.
2. Claims for damages and reimbursement of expenses by the Customer („claims for damages“), regardless of the legal basis, in particular due to breach of duties arising from the contractual obligation, whether contractual or pre-contractual, and from tort, are excluded.

This shall not apply in cases of mandatory liability, e.g. in cases of intent, gross negligence, injury to life, body or health and breach of material contractual obligations (obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the contracting party regularly relies and may rely). However, the claim for damages for the violation of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability for injury to life, body or health. A change in the burden of proof to the disadvantage of the Customer is not associated with the above provisions.

The limitations of liability resulting from the above shall also apply in the event of a breach of duty by persons for whose fault we are responsible under statutory provisions, e.g. representatives and vicarious agents. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff, representatives and vicarious agents.

The objection of contributory negligence (§ 254 BGB) remains unaffected.

Claims for damages shall become statute-barred within 12 months from the handover of the test documentation in accordance with the above item 1, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. However, claims for damages by the Customer due to injury to life, body or health, in cases of intent and gross negligence, shall be subject to the statutory limitation periods exclusively.

#### IX. Intellectual Property

We expressly reserve all rights to our test methods and/or procedures, engineering and consulting services related thereto, as well as to all devices, software and/or equipment required for this purpose.

#### X. Confidentiality

The Customer is obliged to keep all technical and commercial documents, sketches, data, Know How and other information received over

and above the test and consulting results strictly confidential and not to use them for his own competition purposes, unless we have given our express prior written consent to such use.

In the event of an infringement, the Customer shall pay us a contractual penalty to be determined at our reasonable discretion, the forfeiture of which and the amount thereof may be reviewed by the competent court in the event of a dispute; § 343 BGB shall apply.

#### XI. Copyrights

1. All copyrights to the test and consulting results (calculations, expert opinions, presentations, reports etc.) produced by us remain with us. These test and consulting results are only to be used for the purpose for which they are intended as agreed and may only be communicated in complete and unchanged form.
2. Furthermore, we expressly reserve all copyrights to offer documents, test services and prepared test documents.

#### XII. Applicable Law, Place of Jurisdiction and Place of Performance

Unless otherwise stated in the order confirmation, our registered office is the place of performance.

For these 'GTC Testing' and the contractual relationship between us and the Customer, German substantive law applies exclusively.

Insofar as the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from or in connection with this contract shall be our registered office. The same applies if the Customer is an entrepreneur within the meaning of § 14 BGB. In all cases, however, we are also entitled to sue the Customer at his general place of jurisdiction. Priority statutory provisions, in particular those concerning exclusive jurisdiction, shall remain unaffected.

#### XIII Severability Clause

If any provision of these 'GTC Testing' should be void, ineffective or unenforceable due to a law or other regulation, the remaining provisions of these terms and conditions shall not be affected thereby. The void, ineffective or unenforceable clause shall be replaced by the provision which we and the Customer would have chosen if we had properly weighed up the interests of both parties and which complies with the statutory provisions. The same applies to the filling of any gaps in these conditions.