

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

I. General

The following General Terms and Conditions of Sale and Delivery ("GTC") of NEG-Novex GmbH ("Seller") shall apply to all contracts, deliveries and services with the customer ("Buyer"). Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract, even if the Seller is aware of them, if and to the extent that the Seller has expressly agreed to their validity.

II. Offer

The offers of the Seller are subject to confirmation.

III Place of performance and transfer of risk

The place of performance for deliveries by the Seller is its warehouse. The risk shall also pass to the Buyer upon dispatch of the goods from the place of performance if the dispatch is carried out by the Seller.

The Seller chooses the type of shipment. If dispatch is carried out at a later date at the request of the Buyer or is delayed through the fault of the Buyer, the goods shall be stored at the Buyer's expense and risk.

IV. Delivery dates

The Seller can only promise delivery dates when the goods are in its warehouse.

V. Partial Deliveries

The Seller shall be entitled to make partial deliveries.

VI. Prices

If no fixed price has been bindingly agreed, the prices to be enquired about shall apply on the day of delivery. The statutory value added tax at the rate applicable on the day of delivery shall be added to the prices.

If a delivery is to be made more than three months after conclusion of the contract and if material and labor costs as well as customs duties, sales taxes or sales levies increase during this period, the Seller shall be entitled to increase the prices at its reasonable discretion. Notwithstanding the foregoing, the Seller reserves the right to increase prices at its reasonable discretion in the event of a substantial and unforeseeable increase in transport costs. This shall also apply if price adjustments become necessary due to exchange rates. The Seller shall inform the Buyer of the respective reasons for the price increase.

In the event of a price increase of more than ten percent, the Buyer shall be entitled to withdraw from the contract within 14 days of receipt of the notification of the price increase.

VII Notification of defects and withdrawal

The Buyer is obliged to inspect the goods immediately upon receipt and to give notice of defects in writing. In the case of hidden defects, the notice of defect must be received no later than on the eighth day after discovery of the hidden defect, otherwise the goods shall be deemed to have been approved. The Buyer shall be obliged to prove the identity of the goods complained about with the delivered goods.

VIII. Terms of payment

Unless otherwise agreed in writing, the payment terms shall be 14 days after delivery of the goods. Offsetting against claims of the Seller is only possible with recognized or legally established counterclaims. The Buyer's right of retention is limited to the extent that the performance owed may not be refused due to counterclaims from earlier or other transactions of the business relationship. In the event of default in payment, the Seller shall claim the statutory default interest. The credit entry on the Seller's bank account shall be decisive for the calculation of the cash discount.

IX. Retention of title

- The goods remain the property of the Seller until full payment has been made.
- The retention of title shall also remain in force if individual claims of the Seller are included in a current account and the balance is drawn and recognized.
- If goods subject to retention of title are processed by the Buyer into a new movable item, the processing shall be carried out on behalf of the Seller without the Seller being obliged as a result. The new item shall become the property of the Seller. In the event of processing, mixing or blending with goods not belonging to the Buyer, the Seller shall acquire co-ownership of the new item in proportion to the invoice value of its reserved goods to the total value.
- The Buyer is only entitled to resell, process or install the reserved goods subject to the following provisions.
- The Buyer's authority to sell, process or install goods subject to retention of title in the ordinary course of business shall end upon revocation by the Seller as a result of a sustained deterioration in the Buyer's financial position, but no later than upon the Buyer's cessation of payments or upon the filing of an application for or the opening of insolvency proceedings against the Buyer's assets.
- The Buyer hereby assigns the claim with all ancillary rights from the resale of the reserved goods - including any balance claims - to the Seller, who accepts the assignment.
- If goods subject to retention of title are built into real estate by the Seller, the Buyer hereby assigns to the Seller accepting the assignment the resulting claim to remuneration in the amount of the invoice value of the goods subject to retention of title with all ancillary rights, including a claim to the granting of a security mortgage, with priority over the rest. If the Buyer has sold the claim within the scope of genuine factoring, the Seller's claim shall become due immediately and the Buyer shall assign the claim against the factor taking its place to the Seller and shall immediately forward its sales proceeds to the Seller accepting the assignment.
- The Buyer is authorized to collect the assigned claims as long as he meets his payment obligations. The authorization to collect shall expire upon revocation, but at the latest in the event of default of payment by the Buyer or in the event of a significant deterioration of the Buyer's financial circumstances. In this case, the Vendor is hereby authorized by the Purchaser to inform the Purchasers of the assignment and to collect the claims itself.
The Buyer is obliged to hand over to the Seller on request an exact list of the claims to which the Seller is entitled with the names and addresses of the Buyers, the amount of the individual claims, invoice date, etc. and to provide the Seller with all information necessary for the assertion of the assigned claims and to permit the verification of this information.
- If the invoice value of the security existing for the Seller exceeds its total claims, including ancillary claims (e.g. interest, costs), by more than 10%, the Seller shall be obliged, at the request of the Buyer or of a third party adversely affected by the Seller's excess security, to release security to this extent, at the Seller's discretion.
- Pledging or transfer of ownership by way of security of the reserved goods or the separated claims is not permitted. The Seller shall be notified immediately of any pledges, stating the pledgee.
- If the Seller takes back the delivery item on the basis of the retention of title, this shall only constitute a withdrawal from the contract if the Seller expressly declares this. The Seller may satisfy its claims from the goods subject to retention of title taken back by selling them on the open market..
- The Buyer shall store the goods subject to retention of title for the Seller free of charge. He shall insure them against the usual risks such as fire, theft and water to the customary extent. The Buyer hereby assigns to the Vendor his claims for compensation to which he is entitled against insurance companies or other parties liable for compensation as a result of damage of

the kind mentioned above, to the amount of the invoice value of the goods. The Seller accepts the assignment.

- All claims as well as the rights arising from the retention of title to all special forms stipulated in these terms and conditions, shall remain in force until full release from contingent liabilities entered into by the Seller in the interest of the Buyer.
- The Seller is entitled at any time to enter the Buyer's warehouses and business premises, to remove, separate and/or mark the goods subject to retention of title.

X. Liability

- The Seller shall be liable in accordance with the statutory provisions if the Buyer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of its representatives or vicarious agents. Furthermore, the Seller shall be liable for culpable breaches of material contractual obligations in accordance with the statutory provisions. Material contractual obligations are those whose fulfillment makes the proper performance of the contract possible in the first place and on whose compliance the contractual partner may regularly rely. Insofar as the Seller is not accused of intent or gross negligence, the liability for damages in the event of a breach of material contractual obligations shall be limited to the foreseeable damage typically occurring in contracts of this type. This does not imply a change in the burden of proof to the detriment of the Buyer.
- Liability for culpable injury to life, limb or health shall remain unaffected. Liability under the Product Liability Act shall also remain unaffected. The same applies in the event of the assumption of a guarantee or fraudulent intent.
- Any further claims for damages, irrespective of their legal basis, are excluded. This shall also apply insofar as the Buyer demands compensation for futile expenses instead of the claim for compensation for damage instead of performance.

XI. Risk of claims

If circumstances become known prior to full performance of the contract which give rise to fears that the Seller's claim to payment may be jeopardized, the Seller shall only be obliged to deliver or make the remaining part-delivery concurrently against cash payment of all outstanding invoice amounts. A payment arrears by the Buyer after two fruitless reminders by the Seller shall be deemed to be a threat to the claim. In this case, all claims of the Seller against the Buyer from previously executed transactions shall become due immediately. If the Buyer refuses concurrent performance, the Seller may withdraw from the contract or demand compensation for non-performance.

XII. Force majeure

- The Seller shall not be liable or responsible for any non-performance or delay in performance of its obligations under the contract entered into with the Buyer to the extent that such non-performance or delay is caused by an event of force majeure.
- A case of force majeure shall be deemed to exist in the event of any unforeseeable, serious event, such as in particular war, terrorist conflict, epidemics or industrial disputes, which is beyond the Seller's control and as a result of which the Seller is prevented in whole or in part from fulfilling its obligations, including fire damage, floods, strikes as well as operational disruptions for which the Seller is not responsible or official orders and lawful lock-outs.
- In the event of suspension of the obligations under the contract concluded with the Buyer, the Seller shall immediately notify the Buyer of the occurrence and cessation of the force majeure. The Seller shall use its best endeavours to remedy the force majeure and to limit its effects as far as possible.
- The Seller and the Buyer undertake to adapt the concluded contract to the changed circumstances in good faith. For the duration and to the extent of the direct and indirect effects, the Seller and the Buyer shall be released from their obligations under the purchase contract and shall not owe any damages in this respect. In addition, each contracting party may withdraw from the concluded contract if it is foreseeable that the agreed date of performance will be exceeded by more than 3 months.
- Insofar as the event of force majeure impairs but does not exclude the performance of the Vendor, the Vendor shall be entitled to reduce the performance owed under the contract concluded with the Purchaser at its own discretion and taking into account the interests of the Purchaser to a reasonable extent for the period of force majeure.

XIV Jurisdiction

All disputes arising from the contract concluded with the Buyer shall be subject to the courts having jurisdiction for Limburgerhof.

XV. Applicable law

The contractual relationship with the Buyer shall be governed exclusively by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of private international law, in particular the Rome I Regulation.

XVI. Final provisions

- Subsidiary agreements, amendments and supplements must be made in writing. This also applies to a waiver of this written form requirement.
- Should any provision of this contract be invalid, this shall not affect the validity of the remaining provisions of the contract. Rather, the provision shall be replaced by a provision that is legally permissible and comes as close as possible to the original provision.
- In the event of any discrepancies and/or contradictions between the German and English language versions of this contract, the German language version shall prevail.

Limburgerhof, January 2020