

General Terms and Conditions of Lm-therm Elektrotechnik AG, Sulzbachstrasse 15, 94501 Aldersbach (Version dated March 2021)

Section 1 General provisions, scope of application

(1) These General Terms and Conditions (GTC) shall govern all our business relations with our customers (hereinafter: "the Purchaser").

(2) These GTC shall apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter: "the Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (Sections 433, 651 German Civil Code (BGB)). Unless otherwise agreed, the General Terms and Conditions in the version valid at the time of the Purchaser's purchase order or, in any case, in the version last notified to the Purchaser in text form shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case.

(3) Our GTC shall apply exclusively. Purchaser's General Terms and Conditions which differ from, conflict with, or supplement these Terms will become an integral part of the contract only if and to the extent we have expressly consented to their application. This consent requirement shall apply in any case, for example also if, with the knowledge of the Purchaser's GTC, we carry out the delivery to the Purchaser without any reservations.

(4) Individual agreements reached with the Purchaser in individual cases (including side agreements, additions, and amendments) shall in any case have precedence over these GTC. In the absence of proof to the contrary, a written contract or our written confirmation shall be authoritative and relevant for the content of such agreements.

(5) Legally relevant declarations and notifications to be submitted to us by the Purchaser after conclusion of the contract (e.g., setting of deadlines, notifications of defects, declaration of cancellation or reduction), require the written form in order to be valid.

(6) Any references to the applicability of statutory provisions shall be for the purposes of clarification only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

Section 2 Conclusion of contract

(1) Our price quotations are subject to change without notice and non-binding. This shall also apply in cases where we have provided the Purchaser with catalogs, technical documentation (e.g., drawings, schematics, calculations, costings, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve property rights and copyrights.

(2) The Purchaser's order of the goods will be deemed a binding contractual offer. Unless otherwise stated in the purchase order, we shall be entitled to accept this contractual offer within five (5) working days after its receipt by us.

(3) Acceptance may be declared either in writing (e.g., by order confirmation or issuance of an invoice) or by delivery of the goods to the Purchaser.

(4) The scope of our contractually owed services and performances shall be defined solely on our order confirmation. We reserve the right to customary tolerances within the scope of what is deemed reasonable for the Purchaser.

(5) We reserve the right to make changes to the design, the choice of materials, the specifications, and the design type even after sending an order confirmation, provided that such changes do not contradict either the order confirmation or the Purchaser's specifications. The Purchaser also undertakes to agree to any further changes proposed by us, insofar as such changes are reasonable for the Purchaser.

Section 3 Use of the online store

(1) The offerings of our online store at www.lm-therm.de are aimed exclusively at entrepreneurs as defined in Section 14 of the German Civil Code (BGB). We will not enter into contracts with consumers as defined in Section 13 of the German Civil Code (BGB).

(2) You may place your purchase orders via our online store at www.lm-therm.de either as a so-called guest user or as a registered user. In both cases, the placing of a purchase order requires the customer's declaration that he/she is acting in the capacity as a commercial customer, i.e., as an entrepreneur as defined by Section 14 of the German Civil Code (BGB). Purchase orders by consumers are not allowed.

(3) After receipt of a purchase order, the customer will receive an automatically created order confirmation. However, this automatically created order confirmation does not yet constitute a declaration of acceptance by Lm-therm Elektrotechnik AG.

(4) We generally check incoming orders and will issue an order confirmation upon successful validation. The contract will be concluded upon issuance of our order confirmation.

Section 4 Cancellation policy

When concluding a remote selling transaction, consumers generally have a statutory right of cancellation, of which the Vendor will inform them in accordance with the statutory model below.

Cancellation policy

Right of cancellation

You have the right, within 14 days of entering into this contract, to cancel it with immediate effect without giving any reasons.

The cancellation period is fourteen (14) days from the day on which you or a third party named by you, who is not the carrier, took or has taken possession of the last goods.

To exercise your right of cancellation, please advise us (Lm-therm Elektrotechnik AG, Sulzbachstrasse 15, 94501 Aldersbach, telephone +49-8543-62460-30, fax +49-8543-62460-40, email info@lm-therm.de) by sending us your unequivocal declaration (e.g., a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You may use the attached sample cancellation form, although its use is not mandatory.

Sending your notification advising us of the exercise of your right to cancellation prior to expiry of the cancellation period will be deemed sufficient for compliance with the cancellation period.

Consequences of a cancellation

Should you cancel this contract, we undertake to reimburse you for all payments received from you, including the delivery costs (with the exception of any additional expenses incurred as a result of your having opted for a type delivery other than the most economical standard delivery offered by us), immediately and at the latest fourteen (14) days from the date of receipt of your notification advising us of your cancellation of this contract. For that repayment, we will use the same means of payment used by you in your original transaction, unless explicitly agreed with you otherwise; you will in no case be charged for any remuneration for such repayment.

We may refuse such repayment until receipt of the returned goods, or until receipt of evidence proving your return of the goods, whichever happens first.

You are under obligation to return or hand over the goods to us immediately, but in any event no later than fourteen (14) days after the date you have notified us of your cancellation of this contract. Compliance with this deadline will be deemed ensured if you dispatch the goods prior to expiry of the 14-day period.

You will be responsible for paying the direct costs for returning the goods.

You will not be liable for any loss in the value of the goods unless such loss in value is attributable to any handling of the goods not necessary for checking the quality, characteristics, and functioning of the goods.

End of the cancellation policy

Cancellation form template

(Please complete and return this form if you wish to cancel the contract.)

— ATTN.:

Lm-therm Elektrotechnik AG

Sulzbachstrasse 15

94501 Aldersbach

Fax +49-8543-62460-40

Email info@lm-therm.de

— I/we (*) hereby give notice of cancellation of the contract concluded by me/us (*)

for the purchase of the following goods (*)/ provision of the following services (*):

— Ordered on (*)/received on (*)

— Name of consumer(s)

— Address of consumer(s)

— Signature of consumer(s) (only for communications on paper)

— Date

(*) Please delete as appropriate

Section 5 Delivery deadline and delivery delay

(1) The delivery deadline will be either agreed individually or specified by us upon acceptance of the purchase order. Unless otherwise agreed, the delivery deadlines are non-binding.

(2) If we are unable to meet binding delivery deadlines for reasons beyond our reasonable control (non-availability of goods/services), we undertake to advise the Purchaser without undue delay while at the same time notifying the Purchaser of the anticipated new delivery deadline. If the goods/services continue to remain unavailable even within the new delivery dead, we have the right to withdraw from the contract either in whole or in part; in that case, we undertake to immediately refund any consideration already paid by the Purchaser.

A typical case of non-availability of the goods/services as contemplated herein is notably the late self-delivery by our suppliers if we have concluded a congruent hedging transaction, and if neither we nor our supplier are at fault or if we are not obliged to procure in the individual case.

(3) The occurrence of a delay in delivery at our end shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the Purchaser shall be required. If we are in default of delivery, the Purchaser may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall equal 0.5% of the net price (delivery value) for each full calendar week of the delay, but in total not exceeding 5% of the delivery value of the delayed goods. We reserve the right to prove that the Purchaser has not suffered any damage at all or has suffered significantly less damage than the aforementioned lump sum.

(4) The Purchaser's rights pursuant to Section 9 of these GTC and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

Section 6 Delivery, passing of risk, acceptance, default of acceptance

(1) Deliveries are made ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the Purchaser's request and expense, the goods will be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we retain the right to determine the type of shipment (in particular, the shipping company, shipping route, packaging).

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the Purchaser at the latest upon handover of the goods. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall already pass upon delivery of the goods to the forwarding agent, the carrier, or any other person or institution designated to carry out the shipment. Insofar as acceptance has been agreed, such acceptance shall count as the relevant date for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to any acceptance of the goods/services that may have been agreed. If the Purchaser is in default of acceptance, the handover and/or transfer shall still be deemed to have taken place.

(3) If the Purchaser is in default of acceptance, or fails to cooperate, or if our delivery is delayed for other reasons for which the Purchaser is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs).

(4) Partial deliveries shall be considered acceptable.

Section 7 Prices and terms and conditions of payment

(1) Unless otherwise agreed in individual cases, our prices valid at the time of conclusion of the contract shall apply, ex warehouse, plus the statutory value added tax.

(2) In the case of sale by delivery to a place other than the place of performance (Section 6 para. (1), the Purchaser shall bear the shipping costs ex warehouse and the costs of any transportation insurance requested by the Purchaser. Any customs duties, fees, taxes and other public charges shall be borne by the Purchaser.

(3) The purchase price shall become due and payable within thirty (30) days, strictly net, from the date of invoice and delivery or acceptance of the goods. However, we may decide at any time, also within the framework of an ongoing business relationship, to make partial or whole deliveries only against advance payment. In addition, we may request partial payments for projects, depending on the progress of the project. We will make declaration of reservation to that effect at the latest with our order confirmation.

(4) Upon fruitless expiry of the aforementioned payment deadline, the Purchaser will be deemed in default. During the period of default, interest will be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further damages caused by the default. With respect to merchants, our claim to the commercial maturity interest (Section 353 German Commercial Code (HGB)) shall remain unaffected.

(5) The Purchaser shall only be entitled to rights of set-off or retention to the extent that its claim has been legally established or is undisputed. In the event of defects in the delivery, the Purchaser's counter-rights shall remain unaffected, in particular pursuant to Section 9 para. (6) sentence 2 of these GTC.

(6) If, after conclusion of the contract, it becomes apparent (e.g. by filing for insolvency proceedings) that our claim to the purchase price is jeopardized by the Purchaser's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (Section 321 German Civil Code (BGB)). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare rescission immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

(7) In the case of call orders, we shall be entitled to procure the material for the entire order and to manufacture the entire order quantity immediately. This means that any change requests on the Purchaser's part can no longer be taken into account after the purchase order has been placed, unless such option of change requests was expressly agreed.

(8) If we do decide to take the Purchaser's change requests into account, the additional costs incurred as a result thereof will be charged to the Purchaser.

Section 8 Retention of ownership title

(1) We will retain the title to the goods sold until full and complete payment of all current and future trade receivables arising from the purchase contract or any ongoing business relationship (collateralized receivables).

(2) The goods subject to retention of ownership title may neither be pledged to third parties nor assigned as collateral before full payment of the collateralized receivables. The Purchaser shall immediately notify us in writing if an application to commence insolvency proceedings was filed or if the goods belonging to us are made accessible to third parties (e.g., garnishments).

(3) If the Purchaser acts in breach of contract, in particular in the event of non-payment of the purchase price when due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/ to demand the return of the goods based on the retention of ownership title and the withdrawal. If the Purchaser fails to pay the purchase price when due, we may only assert these rights after having set a reasonable grace period for the Purchaser to pay, and such deadline having elapsed without payment being made, or where the setting of any such grace period is not required by law.

(4) Until revocation as defined in lit. (c) below, the Purchaser may sell and/or process the goods subject to retention of ownership title in the ordinary course of business. In this case the following provisions shall apply additionally.

a) The retention of ownership title shall extend to the products resulting from the processing, mixing or combining of our goods at their full value, with ourselves being deemed as the manufacturer. If the ownership rights of third parties remain in existence during the processing, mixing or combination with their goods, we shall acquire co-ownership in relation to the objective invoice values of these goods. In all other respects, the same provisions shall apply to the resulting product as those applying to the goods delivered under retention of ownership title.

b) The Purchaser hereby assigns to us, by way of collateral, any and all receivables from third parties arising from the resale of the goods or the product in total or in the amount of our co-ownership share, if any, in accordance with the preceding paragraph. We hereby accept such assignment. The Purchaser's duties set out in para. (2) hereof shall also apply in consideration of the assigned receivables.

c) The Purchaser shall remain entitled to collect the account receivable in addition to ourselves. We will refrain from collecting the account receivable as long as the Purchaser meets its payment obligations towards us, as long as there is no lack of its financial capacity to pay, and as long as we do not assert the retention of ownership title by exercising a right pursuant to para. (3). Where this is the case, however, we may require the Purchaser to disclose the assigned receivables and the respective debtors, to provide all information necessary for the collection thereof, to hand over the relevant documents, and to inform the debtors (third parties) of the assignment. In such a case, we are further entitled to revoke the Purchaser's right to resell and further process the goods subject to retention of ownership title.

d) If the realizable value of the collaterals exceeds our claims by more than 10%, we will release collaterals of our choice at the Purchaser's request.

Section 9 Purchaser's claims for defects

(1) The statutory provisions shall apply to the Purchaser's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated below. In all cases, the special statutory provisions shall remain unaffected in the case of final delivery of the goods to a consumer (supplier recourse pursuant to Sections 478, 479 German Civil Code (BGB)).

(2) The basis of our liability for defects is above all the agreement reached on the quality of the goods. The product descriptions designated as such (including those of the manufacturer) and which were either provided to the Purchaser prior to placing its purchase order or included in the contract in the same manner as these GTC, shall be deemed to be an adequate agreement concerning the quality of the goods.

(3) In the absence of any specific agreements concerning the quality of the goods, the statutory provisions shall be applied to assess whether there is a defect or not (Section 434 (1) 2nd and 3rd sentences of the German Civil Code (BGB)). However, we will not assume any liability for public statements made by the manufacturer or other third parties (e.g., advertising messages).

(4) Purchaser's claims for defects will only be accepted on the condition that Purchaser has complied with its statutory obligation to examine the goods and to give notice of defects Sections 377, 381 German Commercial Code (HGB)). If a defect becomes apparent during the inspection or a later date, such defect must to be reported to us immediately in writing. Such notification shall be deemed made without delay if it is made within two (2) weeks, the timely dispatch of such notification being considered sufficient for observance of the deadline. Irrespective of Purchaser's obligation to inspect and give notice of defects, the Purchaser shall notify us in writing of any obvious defects (including incorrect and/or short deliveries) within two (2) weeks of delivery, the timely dispatch of such notification being considered sufficient for observance of the deadline. If the Purchaser fails to duly inspect and/or notify the defect, our liability for the non-notified defect shall lapse.

(5) If the delivered item is defective, we may initially decide at our discretion whether to provide substitute performance by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery). Our right to refuse substitute performance under the statutory conditions shall remain unaffected.

(6) We may decide to make the substitute performance contingent upon Purchaser's payment of the outstanding purchase price. Purchaser is, however, entitled to withhold a portion of the purchase price which is in reasonable ratio to the defect.

(7) Purchaser agrees to grant us the time and opportunity required for the substitute performance owed, in particular for handing over the contested goods for inspection purposes. In the event of

a replacement delivery, Purchaser agrees to return the defective item to us in accordance with the statutory provisions. Substitute performance shall include neither the removal of the defective item nor the re-installation thereof if we were not originally obliged to install it.

(8) If the substitute performance has failed or if a reasonable period of grace to be granted by Purchaser for substitute performance has expired to no avail or can be dispensed with under the statutory provisions, the Purchaser may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there will be no right of withdrawal.

(9) Purchaser's claims for damages or compensation for futile expenditure will remain in force even in the event of defects defined only in Section 10 and shall otherwise be excluded.

(10) No claims for defects will be accepted in the case of merely insignificant deviation from the agreed quality, in the case of merely insignificant impairment of usability, in the case of natural wear and tear, or in the case of damage arising after the passing of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating resources, or due to unusual external influences which are not presupposed the contract. If inappropriate repair works or modifications are carried out by the Purchaser or third parties, no claims for defects will be accepted for such defects and the resulting consequences.

Section 10 Other liability

(1) Unless otherwise stated in these GTC including the provisions set out below, we shall be liable in case of any breach of contractual or non-contractual duties in compliance with the relevant legal provisions.

(2) We shall be liable for damages - for whatever legal grounds - under the law of negligence in the event of intent and gross negligence. In the event of ordinary negligence, and subject to a less stringent standard of liability in accordance with the statutory provisions (e.g., for diligence in our own affairs) we shall be liable only

a) for damages resulting from injury to life, limb or health,

b) for damages arising from the considerable breach of a material contractual obligation (an obligation whose fulfillment is a prerequisite for the proper performance of the contract and the observance of which the contractual partner regularly relies on and may rely on); in such case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

(3) The limitations of liability ensuing from para. (2) shall also apply to breaches of duty by or for the benefit of persons for whose faults we are responsible according to statutory provisions. Said limitations of liability shall not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the Purchaser under the Product Liability Act.

(4) In case of a breach of duty that does not consist of a defect, the Purchaser may only withdraw from or terminate the contract if we are liable for such breach of duty. The Purchaser free right of cancellation (in particular under Sections 651, 649 German Civil Code (BGB)) shall be excluded. In all other respects, the statutory requirements and legal consequences shall apply.

Section 11 Statute of limitations

(1) Notwithstanding Section 1 (1) No. (3) of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one (1) year from the date of delivery. Insofar as acceptance has been agreed, the statute of limitations period shall commence upon acceptance.

(2) The foregoing statute of limitations periods under the law on sales shall also apply to any of the Purchaser's contractual or non-contractual claims for damages based on a defect of the goods, unless the application of the regular statutory limitations period Sections 195, 199 German Civil Code (BGB)) would lead to a shorter limitation period in the individual case. However, any of the Purchaser's claims for damages pursuant to Section 9 (2) 1st and 2nd sentence, lit. (a) as well as pursuant to the Product Liability Act shall become statute-barred exclusively in accordance with the statutory limitation periods.

Section 12 Choice of Law and Forum

(1) These GTC and the contractual relationship between ourselves and the Purchaser shall be governed by the laws of the Federal Republic of Germany, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) In the event of disputes regarding the interpretation of these GTC, the German version shall prevail.

(3) If the Purchaser is a merchant within the meaning of the German Commercial Code, or a legal entity under public law, or a special fund under public law, the exclusive - and also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Passau. This applies mutatis mutandis to if the Purchaser is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB). However, we may in all cases decide to bring legal action at the place of performance of the delivery obligation in accordance with these GTC or as previously agreed or at the Purchaser's general place of jurisdiction. Overriding statutory provisions, in particular any provisions pertaining to exclusive jurisdiction, shall remain unaffected.

(4) The contract shall remain legally effective even in the event of invalidity in law of individual items of its provisions. The invalid provisions shall be replaced by the statutory provisions, to the extent available

Version dated: March 2021