

General Terms and Conditions of Lenz Laborglas GmbH & Co. KG

(Status as of: January 1st 2020)

1. General conditions

- 1.1 These terms and conditions (AGB) are only intended for use in business with entrepreneurs.
- 1.2 The only terms and conditions for the contract shall be these AGB. We will not accept any conflicting general business terms, whether or not expressly rejected by us. Any modifications or additional agreements must be confirmed in text form by us. Our AGB shall also apply to all future business relationships, even if they are not expressly agreed again.
- 1.3 Initial quotations are made free of obligation. We reserve the right for technical improvements and product modifications with- out prior notification. We may store and process contract information in data processing systems.
- 1.4 Unless the customer has undisputed counterclaims, he shall neither be entitled to offset nor to withhold payments for deliveries received.
- 1.5 Place of performance is our works in Wertheim. For all disputes arising out of the contract the courts of jurisdiction shall be Wertheim/Mosbach as competent courts of our registered office. We can also take legal action against the customer at his registered office. The contract shall be construed and interpreted in accordance with the German laws with exception of the 'UN Convention on the International Sale of Goods' (CISG).

2. Estimates/preliminary work

- 2.1 If Customer requires a binding statement of price, an estimate in text form shall be necessary; in it, the work and the materials necessary for the production of the work shall be stated in detail and provided with the price in question. We shall be bound by such estimate until the expiry of no more than 4 weeks after it has been supplied.
- 2.2 Preliminary work such as the production of projecting documents, plans and diagrams requested by Customer shall be subject to charge by agreement.

3. Risk, Delivery, Packing

- 3.1 The risk shall be transferred to the customer when the goods leave our works. This shall apply also when we have agreed to provide additional services such as freight forwarding, exportation or installation.
- 3.2 In the event of call orders, the customer must purchase the entire quantity within 6 months of signing the contract. If Customer is in arrears in acceptance or if it is otherwise answerable for a delay in dispatch, we can store the products at Customer's risk and expense. After the setting and the fruitless expiry of a subsequent period for acceptance of the products, we can withdraw from the contract and demand damages in lieu of performance. Further rights shall remain unaffected.
- 3.3 We do not take back packaging. The disposal of packaging is the responsibility of customer.
- 3.4 Delivery shall generally be effected in packaging units (PU) in accordance with the current price list. For delivery within 5 working days, or for order values of up to € 500.00, our invoice also represents our acknowledgement of order. We shall be entitled to make part deliveries.

4. Delivery period, delay

- 4.1 Delivery dates and periods shall only be binding if they have been agreed with Customer or confirmed by us in text form. Delivery periods are ex works. Delivery times or periods shall commence only after settlement of all technical questions and after we have received all documents, permits or releases required from the customer or from authorities as well as any advance payments requested.
- 4.2 In case of payments via the SEPA Direct Debit Scheme, the information period about the collection of a due payment (prenotification) is preserved if such is made at least one day prior debit.
- 4.3 Acts of God or any events for which we are not responsible i.e. strikes, lockouts, operating breakdowns, shortages of raw materials or means of production, delayed deliveries or failure of delivery by our suppliers shall extend the delivery period accordingly. Delivery times, will also be extended due to modification of products or services requested by the customer.
- 4.4 A delivery shall only be regarded as being in default after we have received a reminder from the customer, with a reasonable period of grace. Claims to damages have been ruled out to the extent that nothing to the contrary results from the present terms and conditions.
- 4.5 In the event of compensation for damages caused by late deliveries, our liability for compensation shall be limited to the amount of damages foreseeable and considered typical on condition of the contract. The damage is maximally 15% of the value of our delivery. This limit shall not apply in cases of intent, gross negligence and/or injury to life, body or health.

5. Conditions of payment

- 5.1 Prices quoted shall be EXW (ex-works). If applicable, VAT will be added. We may raise prices in accordance with § 315 BGB in proportion to cost increases (including tax increases) if a period of more than 4 months lies between conclusion of contract and delivery. In the case of call orders, our current price shall apply.
- 5.2 We can demand small quantity surcharges. They are € 20.00 for deliveries inside Germany with a value under € 200.00 and € 30.00 for international deliveries with a value under € 300.00.
- 5.3 The customer shall bear all transport, packing and insurance costs to the place of delivery unless otherwise agreed.
- 5.4 Unless otherwise agreed, the invoices will be due for immediate payment. By placing his order latest with our delivery the customer transfers his VAT-identification for our records.
- 5.5 In case of first order of customer or any delays in payment or if we have reason to believe that the customer could not fulfill his paying obligation we reserve the right to require payment in advance or the provision of security in the amount of the invoice amount. In case of delays in payment we may require immediate payment of our other outstanding receivables.
- 5.6 If Customer exceeds the payment period, we reserve the right to claim default damage. During default, Customer shall pay interest on the amount owed at a rate of 10% above the basic rate of interest. We reserve the right to prove higher default damage to Customer and to claim the same.
- 5.7 Our claims to purchase price/work payment towards enterprises shall be barred in 5 years.

6. Reservation of proprietary rights

- 6.1 The delivered products shall remain our property and title shall not pass to the customer until all open liabilities of the customer have been fully paid for.
- 6.2 The customer shall not combine our products with other products that are object to rights of third parties. In case of the constitution of a new product, we will achieve joint ownership. The share of our joint ownership depends on the relationship between the in-invoice value of the conditional commodity and the value of the overall shipment as delivered.

6.3 The customer may resell products (see 6.1 and 6.2) in the normal course of business provided the claims arising from the resale have not been assigned, pledged, attached or otherwise encumbered. The customer assigns to us in advance any claims arising from the resale of the delivered products or the newly constituted products up to the amount of our invoice. Any and all revenue received by the customer relating to the resale shall be used exclusively for paying any amounts due to us.

- 6.4 At the request of the customer we shall release security, at our discretion, if and to the extent that the nominal value of the security exceeds 120% of the nominal value of our outstanding claims against the customer.
- 6.5 In the event of delay in payment, we are entitled to withdraw from the contract and/or, even without withdrawal, to demand that reserved goods still available at the customer be handed over to us and to collect the assigned claims ourselves. To determine our rights, we can have all of the documents/books affecting our proprietary rights of the customer inspected by a person who is obliged to observe professional discretion.

6.6 The customer shall inform us without delay about attachment/confiscation of the conditional commodity.

7. Liability for defects

7.1 We are liable that our products are free of defects at the transfer of risk. Their warranted grade and quality, durability and utilization shall depend solely on our written specifications, product descriptions and/or operating instructions. Any other information, in particular information in advertisements, instructions for use or reference to industrial standards shall also only be binding if we have expressly agreed on them in text form. Irrelevant deviations from the agreed grade and quality, or immaterial impairment to usability are to ignore. If the customer requires the products for special purposes which exceed the agreed or anticipated use, he must check before use if the products are suitable for such purposes – including all aspects pertaining to product safety – and customer is required to ensure that products comply with all relevant technical, legal and official regulations and requirements and product safety. We are not liable if such proper verification has not been performed by the customer and proper authorization in text form was not obtained from us. We do not accept liability for materials or designs prescribed by the customer; to this extent we are not subject to any particular testing obligation.

7.2 Should the customer use the delivered goods together with environmentally harmful, toxic, radioactive or otherwise hazardous substances, he must clean them before sending them back to us. The customer shall reimburse us for any costs incurred for decontamination/cleaning and waste disposal.

7.3 Subsequent performance is represented by removal of defects or delivery of goods without defects, at our discretion. In case that additional expenses to repair or replace the products arise because the customer has transferred the products after delivery to another place than the agreed place of performance the customer has to bear the additional costs.

7.4 The customer has to inspect the products as to quantity and defects immediately on receipt and has to inform us about any apparent defects in text form without undue delay. Hidden defects are to be notified immediately after being discovered. Transportation damages have to be notified at once to the forwarder. Failure to meet these obligations excludes any and all potential claims for these defects.

7.5 We are not liable for any damage resulting from improper use, handling, maintenance or operation of the delivered goods by the customer or his assistants (in particular in the event of non-compliance with the operating instructions) or from normal wear and tear (e.g. of pistons, gaskets and valves). Furthermore, we can accept no liability for the breakage of glass and ceramic parts as a result of mechanical impacts and/or the consequences of chemical, electro-technical or electrical influences.

7.6 Our liability for slight negligence is restricted to claims based on injury to life, body or health, to claims arising from the Product Liability Law and to claims arising from the culpable infringement of essential contractual obligations, with said infringement putting the purpose of the contract at risk. Our liability for the slightly negligent infringement of essential contractual obligations is restricted to typically occurring damage foreseeable by us at the time the contract was signed.

7.7 Claims against us based on defects are subject to a statute of limitations of two years as of the delivery of the goods to the customer/acceptance of the service by the customer. The same shall apply accordingly to claims for damages, for whatever legal reason. For goods repaired or delivered as replacements, the period of limitation shall also expire at the end of the period of limitation for the original goods. The restriction of the period of limitation shall not apply for claims based on fraudulent concealment of a defect, for claims based on the Product Liability Law as well as for claims arising from injury to life, body or health, and for other damage based on intent or gross negligence.

8. Spare parts

Insofar as we should be obliged to keep spare parts, this obligation is limited to a period of 5 years from date of delivery.

9. Product observation duty

The customer must inform us without delay of all findings relating to product safety in connection with the goods delivered, in particular of cases of damage, customer complaints relating to product safety and publications. He must document which goods of a given series are being held by which end users, in order to be able to effectively implement any necessary product safety measures (e.g. recalls).

10. Industrial proprietary rights, secrecy

10.1 We reserve ownership in any molds, samples, diagrams, commercial or technical documents provided by us as well as all copyrights, proprietary and intellectual property rights in any such item. This applies also if the customer has partly or wholly borne their costs. The customer may use all such items only in formats approved by us in text form, he is neither entitled to manufacture these items nor to have them manufactured on his behalf.

10.2 The customer is responsible that the use of drawings, models, samples or instructions provided to us shall not infringe industrial property rights or other rights of third parties. The customer shall be liable for payment of all expenses, awards, damages, and other compensation to outside parties and all cash and non-cash expenses in defending any allegation of such infringement.

10.3 All information acquired through the business relationship which is not deemed to be public knowledge shall be deemed proprietary and may not be disclosed to any third parties.