

General Terms and Conditions

Creavac – Creative Vakuumbeschichtung GmbH, Sporbitzer 9, D-01259 Dresden

Status: July 2020

I. Validity

The following General Terms and Conditions shall apply, unless otherwise agreed upon in individual cases in writing, to all current and future transactions between us and the Buyer. This shall be true even if we do not point separately on the application hereof. Deviating terms and conditions of the Buyer, of whatever kind, which we hereby expressly reject, shall not become part of the agreement even if we do not contradict them. Special agreements shall require written consent of our authorized employees.

II. Execution of an agreement

Our offers shall be non-binding. Even based on an offer made by us we shall only be bound by an order placed, if we confirm it in writing. We reserve the right to only partially accept offers made to us or orders placed with us, as the case may be. Our order confirmation shall be decisive here. This shall apply unless contradicted within three working days.

III. Delivery item

Goods and services details for items to be delivered by us shall only be binding for us if they are expressly confirmed by us in writing. In case of doubt, the details of our written confirmation shall apply. We reserve the right to make changes to design and construction which we consider appropriate due to technical progress or at our discretion. We reserve the right to deliver, in deviation from our order confirmation, an excess or a shortage of the delivery item of up to 10% due to production, and to invoice accordingly. However, we shall not be entitled to make design and construction changes or to deliver small quantities, should these affect the suitability of the delivery item for the intended purpose communicated to us.

IV. Term of delivery

We always endeavor to adhere to the deadlines and dates specified in an order. The information about delivery and service times is basically only guidelines and therefore, shall not be binding for us. This shall not apply, if we expressly and in writing confirm such dates as binding delivery dates. The Buyer can set a reasonable delivery deadline for us in writing three weeks after such an orientation date has been exceeded. Only after this period has expired, shall the buyer be entitled to set a grace period for us with notification of refusal to accept the goods after the expiration of the grace period. The Buyer shall only be entitled to claims for damages due to delay in delivery, if our legal representatives or senior employees caused the delay intentionally or through gross negligence. In the event of force majeure events, industrial action, official measures, operational or traffic disruptions through no fault of our own, fire, floods, water damage, energy or raw material shortages, the delivery period or grace period shall be extended for the duration of the respective events.

V. Packaging, delivery, dispatch, transfer of risk, insurance and acceptance

1. The choice of packaging material and packaging shall be at our discretion, unless there is a binding agreement to the contrary. Delivery shall be based on Incoterms 2020 EXW our facility in Dresden, Sporbitzer ring 7/9, D-01 2 59 Dresden. Transfer of risk to the buyer shall take place regardless of whether the costs of transportation are invoiced by us to the buyer and regardless of whether we have commissioned the carrier. Should we commission the carrier, the choice thereof shall be to the best of our judgment.

2. Delivered goods shall be accepted by the Buyer, even if they have minor defects. Acceptance of the goods delivered shall be immediately upon delivery. If this does not happen, we can at our discretion either demand immediate payment of the purchase price, withdraw from the contract or demand compensation after a one-week fixed period.

3. The Buyer must confirm receipt of the goods exclusively on the delivery notes accompanying the goods or on shipping documents from parcel services or other transport companies, as the case may be, with a stamp, indication of the date of receipt and signature or, where applicable, electronically.

VI. Prices and payment

1. All prices quoted are exclusive of statutory VAT, packaging and transport costs.

2. Our invoices are to be paid free of postage and expenses within 14 days of the invoice date (payment date). We reserve the right to charge maturity interest of 8% above the base rate of the Deutsche Bundesbank for payments made after the due date. Statutory provisions apply to the assertion of default interest or the assertion of default damage. The right to claim further damage caused by default is not affected by this provision. We reserve the right to offset incoming payments to settle the older claims plus default interest accrued on it and any costs incurred.

3. If the Buyer is in arrears with a due payment or if we have justified doubts about the buyer's creditworthiness, we can demand prepayment for outstanding deliveries, omitting the payment term. In addition, we can withdraw from all existing contracts in whole or in part. Delivery period for all goods not yet delivered shall be extended until full payment. We are also entitled to demand sufficient security for our claims at our discretion. If the Buyer does not comply, we can make all of our claims due immediately.

4. The Buyer shall only be entitled to offset against our payment claims or to exercise rights of retention, if his claims against us are undisputed or have been legally established.

VII. Title retention

1. The goods shall remain our property until all of our future claims arising from the business relationship with the Buyer have been paid in full or until all means of payment associated with the delivery of the goods have been redeemed. Means of payment shall be deemed redeemed when they are irrevocably credited to our account. The reserved property shall be used as security for our balance claims under ongoing invoices.

2. As long as he is a dealer, the Buyer shall be authorized to sell our property in the ordinary course of business, but also only subject to retention of title. This authorization shall expire, if the Buyer is in arrears with a payment from the business relationship with us or has agreed with his customers that the claim cannot be assigned. The pledging or transfer by way of security of the goods under our ownership is excluded. The Buyer's claim from the onward delivery shall be assigned to us with all ancillary rights, regardless of whether it is delivered alone or together with other items. In the latter cases, the claim shall be assigned to us in the amount of the proportion of the value of our goods. If a current account agreement has been made between the Buyer and his customer, the respective balance shall be hereby assigned to us in favor of the Buyer up to the amount of our outstanding invoices. In case of resale the Buyer shall be obliged to give us the name and address of the customer at any time upon request. Transfer of the bills of exchange shall be replaced by the fact that the buyer keeps the accepted bills of exchange for us. Claims assigned to us shall serve as security for all our claims including those arising in the future.

3. The retention of title shall also extend to the full value of the products resulting from processing, mixing or combining our goods. Treatment and processing shall always be carried out for us under the exclusion of the acquisition of title, treatment or processing according to § 950 BGB, but without being binding for us. If the goods are mixed, combined or processed with other items, the Buyer shall enter into his right of ownership or co-ownership and ownership of the new entity and keeps it for us, unless we have already become co-owners of the new item based on the ratio of the value of the goods subject to retention of title (purchase price) to that of the other goods at the time of mixing.

4. In the event of insolvency proceedings, the Buyer shall be obliged to identify the goods as our property to any third parties by means of signs or in any other way. In case of an own application, this must be done before the application is made; in case of a creditor application, this must be done immediately after hearing the debtor, i.e. the Buyer. The same shall apply to the

third party seizure measures against the Buyer. We are to be informed immediately by telephone and then in writing about the occurrence of such an event. As long as there is a claim on our part, we shall be entitled to request information from the Buyer at any time as to which goods delivered under retention of title are still in his possession and where they are. In addition, the buyer shall be obliged to notify us immediately of any changes to the storage location stating the new storage location. We are also entitled to inspect these goods at any time at the place of storage. Should the Buyer act in breach of contract, in particular in the event of default in payment, we shall be entitled to withdraw from the contract after a reminder. The customer shall be then obliged to surrender them. Due to the retention of title, we can only reclaim the delivery item if we have withdrawn from the contract. The right to claim compensation for non-performance shall remain unaffected by the withdrawal. However, we will try to sell the returned goods as best as possible. The proceeds will be offset against our claim for damages.

5. We shall be in all cases entitled to claim our repurchase costs at a flat rate of 10% of the net invoice amount of the returned goods and a further 10% as flat-rate compensation, irrespective of our entitlement to provide evidence of higher costs or higher damage. The Buyer shall reserve the right to provide evidence of lower actual depreciation and lower return costs.

6. The Buyer shall bear the risk for the goods delivered by us and shall be obliged to store them carefully and to insure them adequately against loss (theft, water, fire, etc.). He shall hereby assign the claim against the insurance company to us in advance in the event of damage, namely a first-rate partial amount equal to the purchase price of the goods delivered by us subject to retention of title .

7. At the request of the Buyer, we shall be obliged to transfer the title reserved or due to us or other means of security, if and to the extent that our security exceeds our total claim to be secured by 50%.

VIII. Obligation to give notice of defects, claims for defects and packaging

1. The Buyer must carefully examine the goods immediately after delivery and notify us of any defect in full. Differences in the scope of delivery must be noted on the delivery or freight documents (cf. item V. 3). Defects in the packaging are irrelevant as long as they do not impair the suitability of the goods. The notification of defects must be made in writing and immediately. Later reports of defects, which could have been discovered after careful examination after receipt of the goods, are irrelevant and do not justify any claims by the Buyer. Defects that could not be discovered despite careful examination must be reported to us in writing immediately upon discovery. Here, too, failure to notify the defect immediately leads to the disregard of the notice of defect and the loss of all claims. Our employees are not authorized to accept verbal or telephone complaints. Claims for defects do not exist in the case of only insignificant deviations from the agreed quality or in the case of only insignificant impairment of usability.

2. In the case of justified notifications of defects, we shall provide warranty on the basis of statutory provisions. In any case, we reserve the right to choose between remedying the defect and making a new delivery. After the provision of warranty, the defective item shall become our property. Recourse is excluded if the Buyer's warranty obligation is based on the Buyer's warranty going beyond the statutory claims for defects. The limitation period shall begin with the transfer to the Buyer. The limitation period shall be neither inhibited nor interrupted by any subsequent performance.

3. Further claims for damages due to defects shall be based on Section IX (Scope of liability) hereof.

4. Warranty claims against us shall expire after 1 year.

Scope of liability

1. Claims for damages and reimbursement of expenses by the Buyer against us, our bodies, legal representatives and/or vicarious agents (hereinafter, Claims for damages), for whatever legal reason, in particular due to the breach of the contractual obligation and/or tort, are excluded. This shall not apply if we, our bodies, our legal representatives and/or vicarious agents act with intent or gross negligence and/or in the event of a breach of essential contractual obligations. If there is liability for the breach of essential contractual obligations, the scope of liability shall be limited to the replacement of the typical foreseeable damage in the event that we, our bodies, legal representatives and/or vicarious agents are responsible for simple negligence, whereby this limitation of the scope of liability shall apply to any negligence.

2. The limitations of liability from Paragraph 1 shall not apply, if we are subject to mandatory liability, e. g. according to the Product Liability Act and/or in the event of injury to life, body and/or health.

IX. Place of performance, place of jurisdiction and applicable law

1. The place of performance and jurisdiction for all current and future claims arising from the business relationship with us, including bills of exchange and check claims, shall be exclusively Dresden for both parties .

2. German law shall apply exclusively to all agreements and legal acts, excluding the uniform laws on the international purchase of movable property.

3. We shall not take part in the Alternative Dispute Resolutions process (consumer dispute participation process).

X. Collateral agreements

Collateral agreements are only effective if confirmed by us in writing. The same applies to amendments hereto; to this clause, in particular.

XI. Rule of interpretation

In the event that one or more provisions hereof are or become ineffective, the remaining provisions shall remain unaffected. The parties shall be obliged to replace the invalid provision with a provision which expresses the same herein.