

## German Addendum to Terms and Conditions of Sale

### 1. INTRODUCTION.

This German Addendum to Terms and Conditions of Sale (the "**Addendum**") supplements the Terms and Conditions of Sale (the "**Conditions**") regarding a contract as defined in the Conditions (the "**Contract**"). Terms not defined herein shall have the same meaning as in the Conditions. In case of any conflict between this Addendum and the Conditions, this Addendum shall prevail.

### 2. RETENTION OF TITLE AND RESALE.

**2.1.** Seller retains ownership title to the Products delivered until receipt of all payments arising from the Contract, wherever allowed in the legal system of the venue where the Products are located.

**2.2.** If the ownership title retention hereby expressly agreed upon is not recognized in the legal system of the national jurisdiction in which the Products are located, or is only complied with under certain prerequisites, then Buyer is obliged to point this out to Seller at the latest when the Contract is signed. If that legal system does not allow for such title retention or extended title retention of the Products, while according other rights serving security purposes in a manner similar to retained title, Seller hereby declares that Seller will exercise such rights. Buyer commits itself to cooperate in taking any measures required for this purpose (including compliance with form requirements).

**2.3.** Any treatment or processing of the retained title Products will be executed free of charge for Seller as well as on Seller's order without any obligation for Seller and as such that Seller is acknowledged to be manufacturer within the meaning of Section 950 German Civil Code thus retaining ownership title to the Products as per that date and to the extent of processing. In the case of processing by Buyer (combination, commingling) with other goods not belonging to Seller, then the provisions of Sections 947 and 948 German Civil Code will apply with the consequence that Seller's co-ownership in the new object is henceforth retained title within the meaning of this German Addendum.

**2.4.** In case of resale to which Buyer is entitled in the course of routine business, any claims incurred by Buyer are hereby assigned to Seller as security. Buyer is obliged, at Seller's request, to identify the customers to which the Products were resold.

**2.5.** Buyer must store the Products on Seller's behalf and must obligate itself to insure the same against fire, theft and leakage. Buyer hereby assigns to Seller its compensation claims on insurance companies entitled for damages of the kind cited or any other

compensation claims at the extent of Seller's claims. Seller hereby accepts such assignments. Seller is entitled to disclose such security assignments to the ultimate customer and to collect on claims immediately if Buyer fails to comply with its obligations under the Contract or is late in fulfilling the Contract.

**2.6.** To the extent that the value of Seller's securities exceeds Seller's outstanding claims by more than 10%, Seller will release them if so requested. Repossession of Products delivered with retained title is not to be deemed a withdrawal from the Contract unless this is explicitly declared to be so.

**2.7.** Buyer is not entitled to pledge, or transfer title by way of security or take any other such measures without Seller's express written consent. In case of pledging or other such measures by third parties, Buyer must immediately notify Seller and, if required, take appropriate immediate measures.

### 3. GOVERNING LAW.

This German Addendum (Sale) is governed by German law, without regard to any conflict of law principles and to the exclusion of the provisions of the United Nations Convention on the International Sale of Goods.