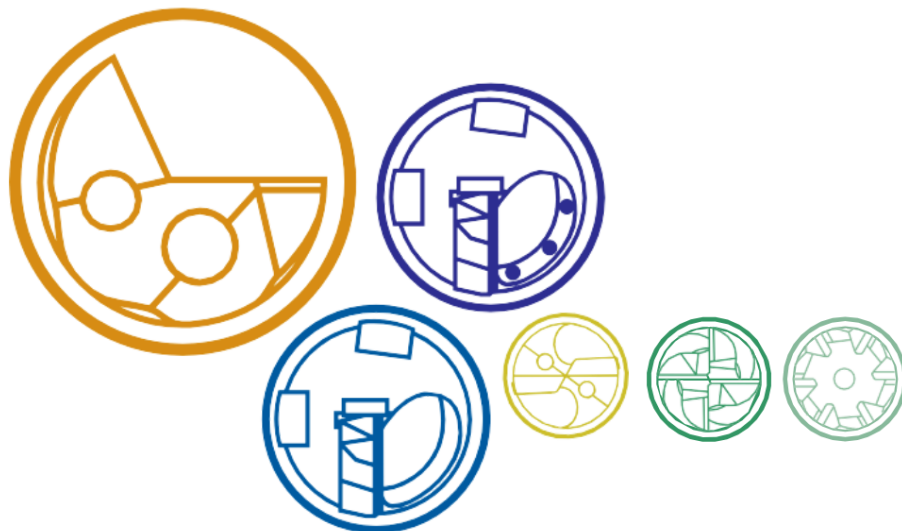


GENERAL TERMS AND CONDITIONS OF DELIVERY

of botek America, Inc.



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§ 1 Scope of Application

- (1) These General Terms and Conditions of Delivery (hereinafter referred to as "GTCD") of botek America, Inc. (hereinafter referred to as: "botek" or "we") shall apply to all transactions for the sale and delivery of products and services to the customer by botek.
- (2) Any offer or counter-offer, or acceptance of customer's offer or counter-offer, is expressly made conditional on customer's unqualified agreement to all GTCD set forth in this document. Any proposal for additional, conflicting or different terms or any attempt by customer to alter any of these GTCD shall not operate as a rejection of the offer, and this offer shall be deemed accepted by customer without additional, conflicting or different terms. botek hereby notifies customer of botek's rejection of any additional, conflicting, or different terms or conditions in any of customer's documents or other communications conveyed by customer, and any such additional conflicting or different terms or conditions shall not be binding on botek, even if we make the delivery to the customer with knowledge of or without express objection to customer's terms or conditions.
- (3) These GTCD shall also apply to future transactions between botek and the customer without the need for renewed inclusion.

§ 2 Rights to Documents

- (1) Offers, cost estimates and other documents remain our property and may only be made available to third parties with our prior written consent.
- (2) We are exclusively entitled to all intellectual property rights to samples, devices, tools, drawings, cost estimates, drafts and plans produced by us, in particular patent, copyright, inventor's and other intellectual property rights. Customer may make them accessible to third parties only with botek's express written consent.
- (3) The transfer of the aforementioned documents and objects does not constitute a transfer or grant of rights (license of use).
- (4) The customer is obliged to return the aforementioned documents and objects to us immediately upon our request and to destroy any copies made.

§ 3 Acceptance of an Offer

- (1) Unless expressly stated otherwise, our offers are subject to change, non-binding and valid for 4 weeks from dispatch by us.
- (2) The order shall be accepted by our written order confirmation or our delivery of product or performance of the service.
- (3) We are entitled to accept an order submitted by the customer by means of a written order confirmation within five working days of receipt of the order by us. If the order is not accepted by us within five working days of its receipt, the order is deemed rejected.
- (4) If the order is placed by the customer electronically, the contract shall be accepted only upon our written order confirmation. Changes on our part within the scope of the order confirmation constitute a new offer and are accepted by the customer if the customer does not object to these changes in writing within three days.

§ 4 Content of the Contract

- (1) The performance owed under the contract shall be determined in accordance with the agreement reached, in particular the order confirmation. Insofar as the performance owed under the contract is intended to serve a purpose desired by the customer, this shall only be binding on us if we were notified of this purpose in writing prior to the conclusion of the contract and we have expressly confirmed to the customer in writing that the performance is suitable for this purpose.
- (2) The technical specifications (e.g. weight, dimensions, material quality, cutting data, intended use) of our products and services do not constitute either a quality agreement or a guarantee or warranty, without a separate express and written agreement.
- (3) Subsequent changes or adjustments to the performance owed by botek are permissible insofar as they are customary in the trade or technically necessary and do not unreasonably burden the customer. This shall apply in particular to the technical further development of our tools. Changes in the design caused by this further development shall not constitute a non-conformity insofar as they do not impair the usability for the contractually intended purpose.
- (4) In the case of tools, which are specially made for the customer according to dimensional specifications, deviations in the order quantity of 10% do not constitute a non-conformity. Only the actual delivery quantity shall form the basis of the invoice.

§ 5 Delivery Time; Delivery Deadline; Force Majeure, Call Orders

- (1) Unless otherwise agreed in individual cases, delivery times are approximate.
- (2) The start of an agreed delivery period requires the prior clarification of all preliminary questions, in particular commercial and technical questions, as well as the release of the drawing documents or tool drawings by the customer. The delivery period shall not commence before the customer has fulfilled his obligations to cooperate in this respect.
- (3) An agreed delivery period shall not commence in the event of an agreement on an advance performance obligation on the part of the customer, such as the making of a down payment, before the customer has fulfilled the advance performance obligations incumbent on it.
- (4) An agreed delivery period is subject to complete and timely delivery by our botek's suppliers.
- (5) Force Majeure. botek shall not be liable for any failure or delay in performance of its obligations under these Terms due to any cause beyond botek's reasonable control, including but not limited to (a) an act of God, hurricane, tornado, epidemic, earthquake, flood, fire, severe weather conditions, explosion, accident or similar occurrence; (b) an act of a public enemy, war, terrorism, riot, civil disturbance, strike, labor dispute or similar occurrence (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property); (c) inability to obtain materials or supplies; or (d) the act, order, injunction or judgment of any court, administrative agency, or governmental body with jurisdiction over the performance of a party's obligations under these Terms (collectively, "Force Majeure Events"). In the event of the occurrence of a Force Majeure Event, the date of performance shall automatically be extended for a period equal to the time lost by reason of the delay, and botek will be entitled to allocate deliveries among its customers in a commercially reasonable manner without incurring any liability for any loss or damage thereby occasioned.
- (6) Purchase obligations from call orders shall be fulfilled at the latest within 12 months after conclusion of the contract. If the customer does not comply with this obligation, botek shall be entitled, at its own discretion, to deliver the products not yet called off or to withdraw from the contract with regard to the part not yet called off and to demand compensation for damages, following a prior request and setting of a deadline

§ 6 Transfer of Risk

The risk of accidental loss shall pass to the customer the customer when the goods are made available for collection by the customer, his carrier or a third party designated by him, FOB origin (or EXW Riederich INCOTERMS 2020 for transactions where botek makes the goods available there).

§ 7 Default of Acceptance; Damage Caused by Delay

- (1) If the customer does not accept the products on time or if it is in default of acceptance in any other way, it shall be obligated to pay botek, as agreed upon minimum liquidated damages, an amount in the amount of 0.5% of the order value or the value of the partial delivery for each commenced week of the default, not to exceed 5% of the order value or the value of the partial delivery.
- (2) botek shall have the right to prove a higher damage than the minimum liquidated damages.

§ 8 Prices; Terms of Payment; Minimum Order Value

- (1) All prices are net prices and do not include the statutory value added tax applicable at the time of performance.
- (2) All other costs incurred, in particular for the handling of payment, transport, import and export duties, fees, etc., shall be borne by the customer.
- (3) Unless otherwise agreed in individual cases, all prices shall be FOB origin (or EXW Riederich, Germany INCOTERMS 2020 for transactions where botek makes the goods available there).
- (4) The deduction of a discount requires a separate agreement in each individual case.
- (5) Payments shall be due within thirty (30) days from the transfer of risk (§ 6). Only the crediting of an account at botek shall meet the deadline.

§ 9 Inspection of Products and Services; Written Notice of Non-Conformity

- (1) The customer is obliged to inspect the products delivered and services rendered without delay, but at the latest within five (5) working days from receipt, to ensure that they are free of non-conformities and to give written notice of any non-conformities discovered without delay, but at the latest within a further three (3) working days.
- (2) The written notice of any non-conformities must include a detailed description showing the suspected causes and the effects. Upon request, suitable documentation material, in particular photographs, as well as the non-conforming products shall be made available to botek at the customer's expense. In the event of a justified notice of non-conformity, botek shall reimburse the customer for the expenses for the most economical shipping route from the place of use provided for in the contract, alternatively from the delivery address.
- (3) If the customer does not comply with its obligation to inspect and give notice of non-conformities, the products and services shall be deemed to have been accepted and approved and customer shall not be entitled to any warranty rights.
- (4) The customer shall be obliged to bear botek's costs associated with the unjustified notification of non-conformities.
- (5) The deadlines of clauses 1 and 2 shall only begin, insofar as documentation is owed by botek, when the customer has received the documentation

§ 10 Limited Warranty

- (1) botek warrants that, for a period of twelve (12) months after the transfer of risk (the “Warranty Period”), products and services provided by botek shall conform substantially to botek’s published specifications for such products and services. If botek determines any products or services do not conform substantially to published specifications, botek will, at its sole option, (i) replace or rework products and services found not to conform to published specifications, (ii) take such steps as botek deems necessary to bring such products and services into conformance with published specifications, or (iii) accept return of products found to be non-conforming and refund the price customer paid for the non-conforming product, including costs associated with shipping the non- conforming products back to and/or from botek for repair, replacement or refund. botek shall not be responsible for any other costs or expenses, including costs and expenses customer may incur during removal or reinstallation of products.
- (2) The foregoing states customer’s sole and exclusive remedy and botek’s sole liability related to the order and condition of botek’s products and services. the foregoing limited warranty is in lieu of all other warranties, conditions or representations, whether express, implied, oral, or statutory, with respect to products and services, including, without limitation, any warranty, condition or representation of title, merchantability, fitness for a particular purpose, infringement, satisfactory quality, or other representation arising from a course of dealing, usage, or trade practice. all other warranties botek or anyone purporting to represent botek may have given, or which may be provided or implied by law or commercial practice, are hereby excluded. botek assumes no liability for results of use of products or services purchased from botek, including without limitation, their use in combination with other components, assemblies or products, or their suitability or unsuitability for a particular use or environment. botek’s disclaimer of warranties as set forth in this paragraph shall not be diminished or affected by, and no obligation or liability shall arise or grow out of, botek’s rendering of technical advice or service in connection with products or services furnished provided to customer.
- (3) The foregoing limited warranty shall not apply if:
 - (i) customer fails to give written notice to botek of the alleged non-conformity as required by Section 9(1), above
 - (ii) customer fails to give written notice to botek of the alleged non-conformity later than three days after the expiration of the Warranty Period;
 - (iii) instructions contained on or in warning labels, notices, and technical, operating and maintenance data and manuals relating to the products or services have not been adhered to;
 - (iv) products have been mishandled or used for a purpose other than that for which they were designed or have been negligently or otherwise misused;
 - (v) products have not been maintained in accordance with botek’s instructions;
 - (vi) botek’s identifying marks have been intentionally removed or defaced; or
 - (vii) products have been altered, modified or remanufactured by anyone other than by botek.
- (4) Exclusions set forth in subclauses (3)(i)-(vii) shall be referred to collectively as “Exclusions.” Customer agrees that botek shall not be liable to customer, its agents, employees, representatives, affiliates or any intended purchaser from customer or user of products in the event of loss or damage arising from any Exclusions. In addition, customer shall defend, indemnify and hold botek harmless from all demands, actions, claims, losses, liabilities, damages, costs and expenses (including but not limited to attorneys’ fees and costs) whatsoever arising in any way out of an Exclusion.

§ 11 Limitation Of Liability

botek shall not be liable to customer for any special, consequential, incidental, exemplary, punitive, or indirect costs or damages, including, without limitation, litigation costs, installation and removal costs, re-procurement or replacement costs, loss of data, or loss of production or profit arising from any cause whatsoever, regardless of the form of the action, whether in contract, tort (including negligence), strict liability or otherwise, even if advised of the possibility of such costs or damages. In no event shall botek's aggregate liability related to these terms and the sale of products and services hereunder exceed the amount paid to seller for the products and services from which such liability arose. For purposes of this provision, "botek" includes botek's affiliates, directors, officers, employees, agents, representatives, subcontractors and suppliers.

§ 12 Indemnity

Customer shall defend, indemnify and hold botek, its directors, officers, agents, employees, representatives and affiliates harmless from and against all demands, actions, claims, losses, liabilities, damages, costs, expenses, professional fees (including attorneys' fees and other legal costs) arising out of or related to (i) any breach of customer's obligations under these GTCD, or (ii) the use or alteration of products by customer or its customers or end-users, including causes of action in negligence, product liability, strict liability or warranty. The foregoing shall apply, without limitation, to injury to person (including death) or damage or harm to property or the environment. The obligations, indemnities and covenants of customer contained in this Section 11 shall survive the consummation or termination of the sale of products under these GTCD.

§ 13 Assignment

Customer may not assign its order or any interest in its order or any right to performance due or to become due hereunder, whether by assignment, subcontract, merger, reorganization, operation of law, or otherwise (all of which shall be deemed to be an "assignment"), without the prior written consent of botek. Any such actual or attempted assignment without botek's written consent shall constitute a breach by customer and shall entitle botek to terminate customer's orders without further liability hereunder.

botek may assert any counterclaims or set-off that botek may have against customer against any assignee, whether or not such counterclaim or set-off arose under or with respect to these GCTD. botek may freely assign or transfer its rights and obligations under any order with customer. These Terms will be binding upon and will inure to the benefit of parties' permitted successors and/or assignees.

§ 14 Customer's Breach

If (a) Customer fails to pay any amount due under these Terms when due, (b) customer breaches or defaults on any provision of these Terms, (c) a receiver is appointed for customer or its property, (d) customer commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within 60 days, or (e) customer is insolvent, liquidated or dissolved, all sums owed by customer to botek shall become immediately due and payable without demand or notice, and botek shall have the right to cancel any outstanding order immediately upon written notice to customer, and without any liability whatsoever to botek. Upon any such occurrences, botek may apply any of customer's money, which may be in the hands of botek for the purpose of this or any other order, to the payment of any damages to which botek may be entitled by reason of such breach. Remedies set forth in this Section are in addition to, and not in lieu of, any rights or remedies botek may be entitled to in law or in equity

§ 15 Retention of Title

- (5) Goods delivered by us shall remain our property (reserved goods) until full payment of all claims arising from the business relationship. The customer shall be entitled to dispose of the reserved goods in the ordinary course of business. In the case of a current account, the reserved property shall serve as security for the balance claim arising in favor of botek.
- (6) The customer is obliged to sufficiently insure the reserved goods against fire, water and theft at his own expense.
- (7) The processing or transformation of the reserved goods by the customer shall always be carried out for botek. If goods subject to retention of title are processed with other items not belonging to botek to form a new item, botek shall acquire co-ownership of the new item. The co-ownership share shall be calculated according to the value of the reserved goods in relation to the value of the other processed or transformed objects at the time of the processing or transformation.
- (8) The customer shall assign the claims against third parties arising from the resale of the goods subject to retention of title, including all ancillary rights, to botek already at the present time as security. botek accepts this assignment. The customer undertakes to retain ownership of the goods vis-à-vis his customers until the purchase price has been paid in full. botek is authorized to collect the resulting purchase price claims for the account of botek until revocation or until cessation of payment to botek. The customer is not authorized to assign this claim. botek shall only revoke the collection authorization if the customer is in default of payment or if an application is made for the opening of insolvency proceedings against the customer's assets. In the event of revocation of the direct debit authorization, the customer shall provide botek with the information necessary for collection of the claim by submitting the corresponding supply contracts with its customers, the invoices and an overview of the payments of the customers to the customer.
- (9) The customer shall inform botek immediately in writing about access by third parties to goods in which botek has ownership, in particular also compulsory enforcement measures in the goods subject to retention of title and the claims of botek, and shall transmit the information and documents required for a defense.
- (10) Insofar as the realizable value of the security rights to which botek is entitled exceeds all claims against the customer not yet paid to botek by more than ten per cent, botek shall be obliged to release the security rights at the customer's request. The selection of the security interests to be released shall be at botek's discretion.

§ 16 Special Conditions for Processing Contracts and the Supply of Used Products

- (1) **If botek is commissioned with the reworking, reworking or repair of products, in particular of tools, botek shall only**
be liable for the proper reworking, reworking or repair of tools manufactured by botek itself.
- (2) botek shall not assume any liability for the processing of tools from other manufacturers, in particular if the products sent in become unusable during processing or can no longer be used by the customer for the intended purpose.
- (3) Paragraph 2 shall also apply if the customer provides botek with tools only for coating.
- (4) The sale of used products is governed by the Limited Warranty provisions herein.

§ 17 Confidentiality

- (1) The customer is obliged to keep all illustrations, drawings, calculations and other commercial and technical documents, information and items received strictly confidential. They may only be disclosed to third parties with our written consent. Employees, subcontractors and vicarious agents shall be bound accordingly.
- (2) The above confidentiality obligations shall also apply after completion of an order; they shall expire – subject to other rights to which we are entitled – at the earliest when and insofar as the production knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known, but no later than 5 years after completion of the order.
- (3) The customer shall maintain confidentiality vis-à-vis third parties about the content of orders placed with us, in particular about prices and quantities. All documents made available by us (e.g. drawings, samples, etc.), as well as the products manufactured thereafter, may not be passed on to third parties or used for advertising for our own or third parties' purposes without our consent. Unless otherwise agreed, they must be returned with the last delivery at the latest.
- (4) Samples, drawings, standard sheets, print templates, gauges may neither be passed on to third parties nor used for them or for advertising purposes or for the customer's own purposes without our written consent. They must be secured against unauthorized inspection or use. Unless otherwise agreed, they must be returned to us at the latest upon termination of the business relationship. Infringements entitle us to withdraw from the contract in whole or in part without further ado and without compensation.
- (5) Reference may only be made to the business relationship with us in the customer's advertising if we have agreed to this in writing.
- (6) In the event that of a conflict between this paragraph and a pre-existing a confidentiality agreement with the customer, and that pre-existing agreement shall take precedence.

§ 18 Applicable Law and Dispute Resolution

The formation, validity, interpretation, construction and performance of these GTCD shall be governed by the laws of the State of Illinois, without regards to its conflicts of law rules. The parties fully intend for the substantive law of Illinois to apply to all aspects of these GTCD. The UN Convention on Contracts for the International Sale of Goods shall not apply.

All disputes arising in any way out of or relating to the arbitrability, formation, validity, applicability, interpretation, construction and performance of these GTCD will be resolved solely through a confidential arbitration process. The arbitration shall be administered by JAMS in Chicago, Illinois, be resolved by a single arbitrator, and be governed by the Expedited Procedures set forth in the JAMS Comprehensive Arbitration Rules & Procedures, specifically including the Expedited Procedures described in Rules 16.1 and 16.2. The parties waive any right that might exist to opt out of those Expedited Procedures. The arbitrator may issue temporary, preliminary, or permanent injunctive or declaratory relief, but may not award punitive damages. Nothing in this paragraph prevents botek from resorting directly to judicial proceedings for injunctive relief, if botek deems a lawsuit necessary or advisable to prevent irreparable injury. The parties consent to the personal jurisdiction and venue of state and federal courts sitting in Chicago, Illinois or any other court of competent jurisdiction, for such judicial injunctive relief, and for enforcement of any judgment or arbitration award.

§ 19 Writing

All amendments and supplements to these GTCD as well as the waiver of their validity must be made in writing. This also applies with regard to a possible waiver of the written form requirement.

§ 20 Severability

If any provision of these GTCD is found by a court or arbitration panel of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect. Waiver of one provision of these GTCD by botek shall not act as a waiver of any other provision herein. botek's pursuit of any remedy shall not foreclose botek from pursuing any other remedy available in equity or at law.

§21 Entire Agreement

These Terms represent the entire agreement and understanding between botek and customer with respect to the subject matter hereof, and all prior quotations, invoices, negotiations, understandings, representations, and/or agreements of botek and customer, whether oral or written, are superseded in their entirety. These GTCD may only be amended by a writing signed by both botek and customer, and shall not be modified, supplemented, qualified or interpreted by any trade usage or course of dealing.

§22 Waiver; Remedies

No failure or delay on the part of botek to exercise any rights or remedy under these GTCD (whether a single or partial or further exercise) shall be construed or operated as a waiver thereof. Rights and remedies provided are cumulative and are not exclusive of any rights or remedies provided by law.