General Terms and Conditions for Coating Services (COATING GTC)

Applicable to business transactions in the area of the FLG Coating Center with entrepreneurs carrying out their commercial or independent professional activities, with legal entities under public law and with special funds under public law.

1. General

1.1. Our General Terms and Conditions for Coating Services (Coating GTC) apply exclusively. We shall not recognize any terms and conditions of the customer that are contrary to or additional or differ from our Coating GTC, unless we have agreed to their validity expressly and in writing. Our Coating Terms and Conditions shall even apply if we perform a service for the customer without reservation but in the knowledge that the customer's terms and conditions conflict with, supplement or deviate from our Coating Terms and Conditions.

1.2. Our Coating GTC shall also apply to all future coating services until a newer version of our GTC enters into force.

1.3. Individual contractual additions to and deviations from these Coating GTC shall only be valid with our explicit consent.

1.4. The terms „contractor", „we", „us" or „our" etc. used in these Coating Terms and Conditions refer to FUCHS LUBRICANTS GERMANY GmbH.

2. Quotations and orders

2.1. Our quotations are non-binding.

2.2. Orders are only deemed to be accepted if they have been confirmed in writing or after having been carried out. This also applies in particular if the customer merely places the goods to be processed on our premises for processing without prior order. Follow-up agreements shall only become valid with written confirmation.

3. Withdrawal, Force Majeure

3.1. We may withdraw from the contract if the customer, after expiry of an adequate period of grace, fails to fulfill his payment obligations towards us or towards an entity affiliated with us pursuant to section 15 et seq. of the German Corporation Act (*Aktiengesetz*).
Otherwise, the statutory rights of termination of the contractor and/or customer remain unaffected. Any further claims of ours shall also remain unaffected.

3.2. In the event of an external event that has no operational connection and cannot be prevented even when exercising the utmost care that can reasonably be expected, including, without limitation, compliance with legislation, acts, rules, orders, regulations, directives, requests or any acts of any government, or by any authority created by or pursuant to government act, or by any person purporting to act therefore, natural disasters, war, terror, sabotage, labor disputes, shortage of raw materials and energy, non-delivery or insufficient delivery by upstream suppliers, transport and loading disruptions, production disruptions, disruptions due to cyber attacks, fire and explosion damage or sovereign acts („force majeure"), the parties shall be exempt from their duty to perform for the duration and to the extent of the force majeure. The parties are obliged to inform each other immediately in writing within the scope of what is reasonable. If the restrictions due to force majeure last longer than three months, we are entitled – notwithstanding our other rights – to withdraw from the contract in whole or in part.

4. Liability

4.1. We shall be fully liable for damages resulting from the breach of a guarantee or from an injury to life, body or health. The same applies for willful misconduct and gross negligence or as far as we have accepted a risk of procurement. If it is a matter of slight negligence, we shall only be liable as far as essential duties that result from the nature of the contract and are of special importance to fulfill the contractual purpose, have been violated. In the event of breach of such obligations, delay or impossibility, our liability shall be limited to such damages that are typically to be expected within the scope of this contract. A mandatory statutory liability for product defects remains unaffected.

4.2. As far as our liability is excluded or restricted, this shall also apply to the personal liability of our employees, workers, co-workers, representatives and vicarious agents.

5. Goods provided

5.1. The customer shall provide us with the goods to be processed at his own expense in good time. For this purpose, the customer delivers the goods to be processed to the delivery address specified by us. Unless otherwise agreed, delivery including transfer of risk of the provided goods shall be effected DPD (INCOTERMS in the version valid upon contract conclusion).

5.2. The customer shall select at his own expense such packaging that is suitable for the delivery of the goods provided to us. This requires that we can use the packaging for the return shipment of the processed goods. Unless otherwise agreed, the goods shall be delivered to us as bulk goods without using small packaging.

5.3. The customer shall only provide us with such goods

- that can be immediately processed by us, in particular goods that are clean, rust-free, chip-free, dry, free of wax, grease, oil, silicone, hardness residues, substances interfering with varnish coating, adhering or mixed-in foreign bodies and that are pore-closed and demagnetized;
- that correspond to the respective sampling of the goods provided to us in its type, condition and also otherwise.

Any additional expenditure arising from a breach of the above obligation shall be borne by the customer. Warranty claims for defects arising from the breach of the above obligation are excluded. Further claims remain unaffected.

5.4. We only carry out a visual inspection for any obvious transport damage of the outer packaging of the goods provided. An incoming goods inspection beyond this will not take place. In particular, we do not inspect whether the

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provided goods meet the requirements of section 5.3 of these Coating Terms and Conditions.

6. Processing, return delivery to customer and determination of quantity, acceptance

6.1. We process the goods according to the contractual agreements. Unless otherwise agreed, the subsequent return delivery of the processed goods shall be effected using the same packaging as the one upon delivery of the goods to be processed. Unless otherwise agreed, the return delivery including the transfer of risk from us to the contracting party shall be made pursuant to FCA (INCOTERMS in the version applicable at the time of contract conclusion). If the dispatch is delayed for reasons the customer is responsible for or if the customer is in default of acceptance for any reasons, the risk shall pass to the customer upon notification of the delivery readiness or in the event of the default of acceptance with the default of acceptance.

6.2. The quantity of the processed goods will be determined by us. It will be used as the basis for calculating the price.

6.3. The customer is obliged to accept the processed goods. The processed goods shall also be deemed to have been accepted if we have set the customer a reasonable deadline for acceptance and if the customer has not refused acceptance in writing within this deadline, indicating at least one defect. Additionally, the processed goods shall be deemed accepted in particular in the event the customer further processes or otherwise uses the processed goods without written statement of reservation. In any case, the processed goods shall be deemed to have been accepted at the latest on expiry of the fifth working day after delivery, unless a written statement of reservation is made. Acceptance may not be refused due to minor defects.

7. Samples, information on quality, rejects and approvals

7.1. As part of customer projects, coatings are applied to sample parts. These sample coatings are made available to the Customer for demonstration, trial and testing purposes and for conducting sampling under near-series or series conditions, in particular in accordance with the applicable VDA or AIAG requirements. Before series production commences, the Customer must approve the results of the sample coating and/or sampling in writing. Series production shall commence only after written approval has been granted and in coordination with the Customer

7.2. Agreed quality requirements, specifications, tolerances or other technical characteristics of the coating may, in individual cases, deviate due to product-related, material-related or process-related influences. Where tests, measurements or other evidence are required to verify compliance with such requirements, the parties shall define the relevant test conditions, test methods and, where applicable, the relevant test or measurement points. In the absence of such an agreement, we shall be entitled to determine these at our reasonable discretion, taking into account the generally accepted rules of technology.

7.3. Unless otherwise agreed, processing may result in rejects, changes in shape, shortfalls in quantities, cracks or similar defects of up to 5 % of the goods provided. The customer cannot assert any claims from this against us.

7.4. Analytical data and details concerning other quality features reflect to the best of our knowledge the current status of our experience and the state-of-the-art development. Samples and specimens provided to the customer prior to contract conclusion are only of approximate relevance and only reflect the current average quality of the goods. If, on the basis of the samples and specimens, certain parameters are listed in the product specifications, data sheets or other contractual documents, they are binding and conclusive. They shall even be conclusive if the samples or specimens feature further parameters beyond those mentioned in the product specifications, data sheets and other contractual documents.

7.5. The customer is responsible for complying with the safety and environmental regulations in connection with the acquisition, the storage and the use of the provided goods after handover. Vis-à-vis the customer we are not obliged to obtain official permissions from authorities.

8. Claims for defects

8.1. If and to the extent that the parties have (i) agreed on the quality of the goods or (ii) the suitability for a certain use was assumed under the contract or (iii) the parties have agreed on handing over instructions or accessories, the goods shall only be defective if and to the extent that these agreements or suitability are not fulfilled. The agreed condition shall include agreements on the type, quantity, quality, functionality, compatibility, interoperability or other characteristics of the goods; in any case, the information contained in the product information of the respective goods shall be deemed agreed. We shall not be liable for any other suitability for use, properties, other accessories or other instructions. In particular, we do not owe that the goods are suitable for the usual use or that they have a quality which is usual for goods of the same type.

8.2. In the event of a complaint about the processed goods, the customer shall immediately provide us with the goods complained about in sufficient quantity so that we can proceed with their inspection. We and the customer agree by mutual consent whether we collect the goods being object of the complaint from the customer's place or whether the customer delivers the rejected goods to the address specified by us. At our request, we shall – while safeguarding the customer's business and trade secrets - also be entitled to inspect the goods being object of complaint during normal business hours on site at the customer's place. In the event of defects, the costs of the inspection, including the costs for the return delivery, shall be borne by us. On top of that, in the event of a complaint, the customer is obliged to ensure that any remaining stocks in the original container, where appropriate also goods already in use, are secured and stored separately.

8.3. In the event of defects, we are entitled, at our discretion, to either remedy the defect or to provide the service again (subsequent performance). In the event the subsequent

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performance fails or if the customer cannot be reasonably expected to accept the subsequent performance, the customer may either withdraw from the contract or reduce the price or claim compensation for damages or expenses.

8.4. The customer must comply with the specifications, notes, guidelines and conditions in the product information, technical notes, assembly, operating and operating instructions and other documents relating to the individual goods, in particular carry out maintenance properly and provide evidence thereof and use recommended components. Claims for defects arising as a result of a breach of this obligation are excluded.

8.5. The limitation period for complaints submitted by the customer shall be one year. The limitation period of one year shall also apply to claims arising from unauthorized actions based on a defect in performance. The limitation period of one year shall not apply to our unlimited liability for damages resulting from the breach of a guarantee or from injury to life, body or health and not to intent and gross negligence and product defects or insofar as we have assumed a procurement risk. The limitation period shall commence with the acceptance of the processed goods.

9. Services

9.1. Any services or advice that we provide, information that we give or releases that we issue, shall be based on the information, samples or test series provided by the customer, in line with the state-of-the-art technique at the time of contract conclusion and always to the best of our knowledge.

9.2. The customer shall provide us with the necessary data completely and in time. We will neither check the content accuracy nor the completeness of the data provided to us by the customer or third parties. Any additional costs arising from violations of these information and cooperation obligations shall be borne by the customer. Any further claims of ours remain unaffected.

9.3. Details and information about the suitability and use of the goods do not exempt the customer from carrying out own tests and checks.

10. Coating of Sample Parts, Limitation of Liability

10.1. Where we carry out coatings on sample parts, these sample coatings are performed solely for demonstration, trial and testing purposes. They are intended to provide an initial technical assessment of coating and do not constitute an agreement as to quality, nor do they constitute a guarantee of quality or an assurance of specific properties. No obligation is therefore incurred regarding specific functionality, operational suitability, readiness for series production, reproducibility under series production conditions or suitability for a specific intended use, unless this has been expressly agreed in writing.

10.2. In particular, no conclusions can be drawn from the application of a test coating regarding the suitability of the coating for the intended use specified by the client or regarding the reproducibility of the results achieved in subsequent mass production.

10.3. The Customer is obliged to test the coated sample parts, at its own responsibility, to ensure they are suitable for the intended purpose and for any subsequent mass production. Any use of the coated sample parts, approval of products or processes, and transfer to mass production conditions shall be based exclusively on the Client's own tests and assessments.

10.4. Any claims arising from a lack of suitability, usability, suitability for mass production or reproducibility of the sample coating are excluded, unless a specific quality, a specific technical outcome or a specific suitability for mass production has been expressly agreed in writing, or unless mandatory statutory liability provisions preclude this.

10.5. We shall be liable for claims for damages and claims for reimbursement of wasted expenditure, regardless of the legal basis, in accordance with the following provisions.:
a) We shall be liable without limitation in cases of willful misconduct and gross negligence, in the event of a culpable injury to life, limb or health, under the Product Liability Act, and to the extent of any guarantee expressly given.
b) In the event of a breach of essential contractual obligations due to slight negligence, we shall only be liable for damage that is typical of the contract and foreseeable. Essential contractual obligations are those obligations, the fulfilment of which is essential for the proper performance of the sample coating in the first place and on the observance of which the client may reasonably rely.
c) Insofar as our liability under clause 10.7 is limited to foreseeable damage typical for this type of contract, it is capped at three times the net order value of the respective sample coating. The limitation of liability does not apply in the cases set out in clause 10.6.
d) In all other respects, our liability for damage caused by slight negligence is excluded.

11. Unauthorized use

11.1. Our goods must not be used for aircraft/spacecraft or parts thereof without our explicit prior consent unless the processed goods are completely removed before the aircraft or spacecraft is put into operation.

11.2. The goods processed by us must not be used in connection with the primary circuit in the field of nuclear energy.

11.3. If our goods are used contrary to the specifications set forth in paragraph 1 and/or 2, the customer must indemnify us from any potential resulting damage/loss as well as from any associated costs (including legal costs) without undue delay, unless the customer is not responsible for the use of the goods contrary to the specifications set forth in paragraph 1 or 2. Any further claims of ours shall remain unaffected.

12. Prices

12.1. Unless a fixed price has been agreed, the calculation is always based on our prices valid on the day of order placement.

12.2. Prices quoted shall - unless otherwise agreed - be valid for the duration of 30 days.

12.3. With respect to deliveries, all prices are quoted FCA (Free Carrier; INCOTERMS in the version valid on the day of

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contract conclusion), unless otherwise agreed.

12.4. Unless explicitly otherwise agreed in a contract, we shall not be obliged to undertake customs clearance and declare and pay any levies, fees, taxes, duties and other charges that arise outside the country where our company is based. We shall only adhere to the weight and measuring systems, packaging, labelling or other identification regulations that are applicable at the place of delivery known to us.

12.5. All prices are net prices and do not include the applicable sales tax. The sales tax will be charged separately at the respective valid rate.

13. Payment

13.1. In Germany payments are due net without deductions within 30 days of invoicing. We reserve the right to offer different payment conditions primarily to customers based outside Germany.

13.2. Delays in payment are subject to the statutory rules and regulations.

13.3. Set-Offs against us are only permitted with legally binding or undisputed claims. Rights of retention may only be exercised against us if they refer to claims from the same contractual relationship.

13.4. Only appointees authorized by us with a letter of authority to collect payments may collect invoice amounts.

14. Co-ownership, retention of title

14.1. In so far as we do not acquire full ownership of the processed goods in accordance with the statutory provisions, we shall at least acquire co-ownership of the processed goods through the processing. The amount of the co-ownership share is determined by the value of our processing performance in relation to the value of the provided goods at the time of processing, but our co-ownership share is at least half.

14.2. The processed goods remain our joint property until the full payment of the purchase price. Until then, the customer is therefore neither entitled to dispose of the goods outside his proper business operations nor to pledge them to third parties or even assign them by way of security. As security for our purchase price claim, the customer assigns to us, in the amount of our co-ownership share, the purchase price claim that he obtains through the sale of the processed goods that are still in our co-ownership. We hereby accept this assignment. If an assignment is not permitted, the customer hereby instructs the third-party debtor to make any payments only to us.

14.3. The customer shall be authorized to collect the assigned claims for as long as he fulfills his contractual payment obligations towards us.
If the customer does not meet this obligation, the collected amounts are due to us in the amount of the co-ownership share and must be kept separately.

14.4. If the customer processes the goods subject to retention of title, the customer executes the processing for us without any obligations arising for us thereof. If the goods processed by us are processed, combined, mixed or blended with other goods not belonging to us, we shall be entitled to a co-ownership share of the new object in the ratio of the invoice value of our co-ownership share in the goods processed by us to the other goods at the time of processing, combining, mixing or blending. If the customer acquires sole ownership of the item by law, the customer hereby grants us co-ownership of the new item in the proportion described above and undertakes to store this item for us free of charge. Sections 13.2 and 13.3 of these Coating GTC shall apply accordingly.

14.5. If the value of the assignments and securities given to us exceeds our claims by more than 10 per cent in total, we undertake, at the request of the customer, to release the corresponding securities at our discretion.

14.6. The sections 13.2 to 13.5 shall apply accordingly if we acquire full ownership of the processed goods in accordance with the statutory provisions.

15. Export and Embargo

15.1. The customer is aware that all Products covered by the provisions of these GTC may be subject to export control regulations (in particular including any applicable embargo or economic sanctions) of the respective exporting country and, if applicable, the USA.

15.2. In case of re-export of the Product by the customer, the customer shall be legally responsible for the proper classification of the Product in accordance with the export regulations and for obtaining all necessary export permits.

15.3. The customer must not, directly or indirectly, sell or re-export goods (including technical support or services related to such goods, “Services”) to/ for use in Russia, Belarus, the territories Crimea, Donetsk, Luhansk and any further, if any, self-proclaimed republic on the territory of the Ukraine. In case of violation, we are entitled (i) to terminate the entire or parts of the business relationship with the buyer with immediate effect, (ii) to stop any deliveries of goods (including rendering of Services) with immediate effect, and/or (iii) to any other adequate remedies (including, but not limited to, compensation of any damages, losses, and expenses).

16. Assignment

Rights and claims may only be assigned by the customer with our prior written consent. This does not apply to monetary claims.

17. Confidentiality

17.1. All business or technical information made accessible to one another (including offer documents) shall be kept secret from third parties and shall not be disclosed as long as and to the extent that it is not demonstrably publicly known, and may only be made available in the business of the receiving party to those persons who must necessarily be consulted for the purpose of fulfilling the contractual obligations and who are accordingly obliged to maintain secrecy (general duties of confidentiality in employment contracts and the like are sufficient). The duty of confidentiality shall apply while there is a business relationship with

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us and the customer as well as for a period of three years after termination of the business relationship. Without the prior written consent of the disclosing party in text form pursuant to section 126b of the German Code of Civil Law (*Bürgerliches Gesetzbuch*) such information must not be copied or used for commercial purposes. Upon request, all information originating from the disclosing party (where applicable including copies and records made) and any items that have been provided by way of loan must be returned with undue delay in full to that party or be destroyed. Exempts are automatically produced backup files as well as cases where the receiving party, due to statutory or regulatory provisions, is obliged to store information, on the proviso that the receiving party, for an unlimited period of time, handles that information confidentially in line with the aforementioned provisions and does not make use of it.

17.2. We retain title to the information referred to in paragraph 1. We reserve all rights (including copyrights and the right to register industrial property rights such as patents, utility models, trademarks, etc.) concerning such information.

18. Data protection

18.1. In execution of the contract, the parties are obliged to observe the statutory provisions concerning data protection and, in particular, to adhere to the General Data Protection Regulation (GDPR) issued by the EU and to impose the obligation to comply with these regulations on their employees.

18.2. The parties process the personal data they receive (names and contact details of the respective contact persons) exclusively for the purpose of fulfilling the contract and they shall protect the data by means of security measures (article 32 of the GDPR) that are adapted to the current state of the art. The parties are obliged to delete the personal data as soon as its processing is no longer required. Any potential statutory storage duties remain unaffected.

18.3. If, in the course of the execution of the contract, the customer were to process personal data on our behalf, the customer and we shall conclude an agreement about the contract processing pursuant to article 28 of the GDPR.

19. Applicable law, jurisdiction, place of performance

19.1. The contractual relations shall be exclusively governed by German law to the exclusion of the provisions concerning the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).

19.2. If the customer is a merchant pursuant to the German Code of Commercial Law (*Handelsgesetzbuch*), the place of jurisdiction is the registered office of our company; we shall, however, have the right to sue the customer, at our discretion, before a court of law where his business is registered or where his subsidiary is located or before a court of law at the place of performance.

19.3. Place of performance for delivery is the place where, based on the contract, the goods must be delivered to or the services must be rendered. Place of performance for payment is Mannheim.

20. Language

These Coating GTC are available in German and in English. In the event of discrepancies, the German version of the GTC shall prevail.