

General Terms and Conditions for the Supply of Products and Services in the Field of High Current Technology (Status: 01 November 2012)

1 General / Scope of Application

1.1 Our General Terms and Conditions of Delivery for High Current Technology Products and Services shall apply exclusively. We do not recognise any terms and conditions of the Purchaser which conflict with or deviate from our General Terms and Conditions of Delivery, unless we have expressly agreed to their validity in writing. Our General Terms and Conditions of Delivery shall also apply if we carry out the delivery to the Purchaser without reservation or provide our services to the Purchaser in the knowledge that the Purchaser's terms and conditions conflict with or deviate from our General Terms and Conditions of Delivery.

1.2 All agreements made between us and the customer for the purpose of executing the contract are set down in writing in the contract.

1.3 Our General Terms and Conditions for Deliveries and Services of HOMA Hochstromtechnik shall only apply to entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB).

2 Offers / Acceptance of order

2.1 Our offer for delivery/service is subject to change unless otherwise stated in the order confirmation.

3 Drawings, illustrations, software

3.1 We reserve the property rights and copyrights to cost estimates, illustrations, drawings, calculations and other documents. This also applies to other written documents that are designated as "confidential". The customer must obtain our express written consent before passing them on to third parties. Upon request, all documents shall be returned to us immediately.

3.2 The purchaser's documents remain his property and must be returned to him at any time on request. However, we may make the customer's documents available to third parties to whom we have permissibly assigned the processing of the order or with whom we cooperate for the processing of the order.

3.3 The purchaser has the non-exclusive right to use standard software that has not been produced exclusively for the purchaser with the agreed performance features in unchanged form on the agreed equipment. The Purchaser may make a backup copy without express agreement.

4 Prices and terms of payment

4.1 Unless otherwise stated in the order confirmation, our prices are "ex works", excluding packaging and transport.

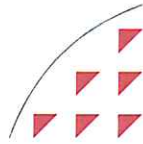
4.2 Statutory value added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing.

4.3 Unless otherwise stated in the order confirmation, payments are due for payment without deduction within 30 days of the invoice date. The statutory provisions shall apply to default in payment.

4.4 The deduction of discounts requires special written agreement. The same applies to payments by bill of exchange or cheque. For payments within 14 days of the invoice date, we grant a 2% discount without special written agreement.

4.5 The customer is only entitled to set-off if his counterclaims have been legally established, are undisputed or have been recognised by us. The same applies to the exercise of a right of retention. In addition, he is only entitled to exercise a right of retention insofar as his counterclaims are based on the same contractual relationship.

4.6 If a delivery period of more than four months has been agreed, we shall be entitled to take into account cost increases or cost reductions for the procurement and manufacture of our delivery and/or service which have occurred in the meantime and for which we are not responsible, in particular due to collective wage agreements or changes in the price of materials, including cost changes due to changes in the law, by making corresponding changes to our prices. We shall prove this to the customer upon request.



4.7 If we undertake the installation and/or assembly and if nothing to the contrary has been agreed with the customer, the latter shall bear, in addition to the agreed remuneration, all necessary ancillary costs, such as travel and accommodation costs, costs for the transport of tools and personal luggage as well as allowances.

4.8 Our prices for the performance and acceptance of assembly and other work are calculated as follows: Normal, average and collectively agreed working hours shall be taken as a basis. If, for reasons for which we are not responsible, standing costs for our employees are incurred during the execution of assembly work at the customer's premises or if difficult working conditions exist at the customer's premises which extend the working time for reasons for which we are not responsible, these additional working hours shall be remunerated separately and additionally by the customer, as these costs are not included in the offer prices, unless otherwise stated in the order confirmation.

5. Time of performance / delay in delivery / cooperation obligations of the purchaser

5.1 The parties shall specify the delivery date/performance time in writing. The commencement of the specified time of performance shall be subject to the clarification of all technical questions, the timely receipt of all documents to be provided by the Purchaser, necessary approvals and releases, in particular of plans, and the Purchaser's compliance with the agreed terms of payment and other obligations. If these prerequisites are not fulfilled, the deadlines shall be extended by the corresponding period. This shall not apply if we are responsible for the delay. Disruptions to the timely performance of the contract for which we are not responsible, e.g. due to traffic disruptions, disruptions in the supply of energy, bottlenecks in the procurement of materials, strikes and lock-outs [electrical industry] at our premises or those of our suppliers, shall also extend the periods for the performance of the service by the corresponding period. We shall notify the customer in good time of any delay in the performance of the service, irrespective of the reason, insofar as this is actually possible for us.

5.2 We shall be liable in accordance with the statutory provisions if our delay in performance is due to an intentional or grossly negligent breach of contract for which we are responsible. Any fault on the part of our representatives or vicarious agents shall be attributed to us. In the event of slight negligence, our liability for damages shall be limited to the foreseeable damage typically occurring.

5.3 We shall also be liable in accordance with the statutory provisions if the delay in performance for which we are responsible is due to the culpable breach of a material contractual obligation. However, in the event of simple negligence, our liability for damages shall also be limited to the foreseeable damage typically occurring.

5.4 Further statutory claims and rights of the customer remain reserved.

6 Transport and packaging

6.1 Unless otherwise stated in the order confirmation, delivery "ex works", excluding transport and packaging, is agreed. Unless otherwise agreed with the customer, any transport and packaging work requested by the customer shall be at the customer's expense.

6.2 Insofar as we are obliged to take back packaging and packaging material (in particular transport packaging) on the basis of the packaging regulations, the customer shall return this to us cleaned, free of foreign substances and sorted at its own expense and risk and shall bear the costs of any necessary disposal.

7 Transfer of risk

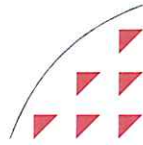
7.1 Unless otherwise agreed, delivery shall be "ex works", i.e. we shall hold the delivery items ready for collection at the agreed place. Unless otherwise agreed, Oberhausen shall be the place of collection.

7.2 Unless otherwise agreed, transport and packaging work requested by the customer shall be at his expense, i.e. he shall in particular bear the costs and risks of transport. At the request and expense of the customer, we will insure deliveries against the usual transport risks.

8 Liability for defects

8.1 The customer may not refuse to accept deliveries due to insignificant defects.

8.2 Claims for defects on the part of the purchaser presuppose that he has duly fulfilled his obligations to examine the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB).



8.3 In the event of a defect in the delivery, we shall be entitled to choose between subsequent performance in the form of rectification of the defect or delivery of a new item free of defects. In the event of subsequent performance, we shall be obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the item has been taken to a place other than the place of performance. In this case, the corresponding additional costs shall be borne by the customer.

8.4 If the supplementary performance fails, the customer shall be entitled, at his discretion, to demand rescission or reduction of the purchase price.

8.5 The limitation period for claims for defects is 12 months, calculated from the transfer of risk. This shall not apply if longer limitation periods are prescribed by law in accordance with §§ 438 para. 1 no. 2 (buildings and things used for a building), 479 (right of recourse) and 634 a para. 1 no. 2 (defects of a building) BGB. In this case, the longer periods prescribed by law shall apply.

8.6 For claims for damages in connection with defects, clause 9 (Claims for damages) shall apply.

8.7 Further or other claims of the customer against us and our vicarious agents due to a defect than those regulated in this clause 8 are excluded.

9. Claims for damages

We shall be liable as follows for claims for damages by the customer, irrespective of the legal grounds, in particular for breach of obligations arising from the contractual obligation and from tort:

9.1 We shall be liable in accordance with the statutory provisions insofar as the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. In the event of simple negligence, our liability for damages shall be limited to the foreseeable, typically occurring damage.

9.2 We shall also be liable in accordance with the statutory conditions if we culpably breach a material contractual obligation. In deviation from the above sentence, however, liability for damages in the case of simple negligence shall be limited to the foreseeable damage typically occurring.

9.3 Liability for culpable injury to life, limb or health remains unaffected. This shall also apply to mandatory liability under the Product Liability Act.

9.4 To the extent that the Purchaser is entitled to claims for damages based on liability for defects pursuant to Clauses 8 and 9, such claims shall become statute-barred upon expiry of the limitation period applicable to the claims for defects in Clause 8.5. In all other respects, the statutory limitation periods shall apply.

10 Joint and several liability

10.1 Any further liability for damages than provided for in the foregoing Sections 5, 8 and 9 shall be excluded, irrespective of the legal nature of the claim asserted. This applies in particular to claims for damages arising from culpa in contrahendo, from other breaches of duty or from tortious claims for compensation for property damage pursuant to § 823 BGB.

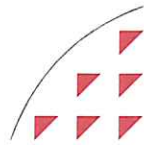
10.2 Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

11 Retention of title

11.1 We retain title to the delivery until receipt of all payments under the delivery contract.

11.2 In the event of a breach of contract by the customer, in particular in the event of default in payment, we shall be entitled, after setting a reasonable deadline, to take back the object of sale and to withdraw from the contract. After taking back the delivery items, we shall be entitled to realise them. The proceeds of the sale shall be set off against the customer's liabilities - less reasonable costs of realisation.

11.3 The customer is obliged to treat the delivery items with care. In particular, he is obliged to insure them adequately at his own expense against fire, water and theft at replacement value. If maintenance and inspection work is required, the customer must carry this out in good time at his own expense.



11.4 In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing so that we can take legal action in accordance with § 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.

11.5 The customer is entitled to resell delivery items in the ordinary course of business. He already now assigns to us all claims in the amount of the final invoice amount (including value added tax) of our claims, which accrue to him from the resale against his customers or third parties, irrespective of whether the object of sale has been resold without or after processing. The customer shall remain authorised to collect the claim even after the assignment. Our authority to collect the claims ourselves remains unaffected by this. However, we undertake not to collect the claims as long as the customer meets his payment obligations from the collected proceeds, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtor (third party) of the assignment.

11.6 The processing and transformation of the object of sale by the customer shall always be carried out on our behalf. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount, including VAT) to the other processed objects at the time of processing. For the rest, the same shall apply to items created by processing as to the purchased items delivered under reservation of title.

11.7 If the object of sale is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount, including VAT) to the other mixed objects at the time of mixing. If the mixing takes place in such a way that the item of the customer is to be regarded as the main item, it shall be deemed agreed that the customer transfers co-ownership to us on a pro rata basis. The customer shall hold the sole ownership or co-ownership thus created in safe custody for us.

11.8 The customer also assigns to us the claims to secure our claims against him, which arise against a third party through the connection of the object of sale with a property.

11.9 We undertake to release the securities to which we are entitled at the request of the customer insofar as the realisable value of our securities exceeds the claims to be secured by more than 10%. The selection of the securities to be released shall be incumbent upon us.

12 Jurisdiction and Applicable Law, Place of Performance

12.1 The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office. However, we are entitled to sue the customer at the court of his place of residence.

12.2 The legal relationship in connection with this contract shall be governed by German substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

12.3 Unless otherwise stated in the order confirmation, our place of business shall be the place of performance.

Date: 31.05.2022

HOMA
Hochstromtechnik GmbH & Co. KG
Essener Straße 2-24
46047 Oberhausen

i.V. Erkan Kaptanoglu