1. **Scope of Application:** Our delivery of goods and services are subject to these Conditions of Sale and additionally the applicable statutory law only. Terms that vary therefrom, including any general conditions of purchaser, shall only be considered as modifications if they have been confirmed by us in written form. The delivery of goods, performance of services or acceptance of payments does not constitute acceptance on our part of terms that vary from these Conditions of Sale and the applicable statutory law.

2. **Offers, Contracts:** Our offers are made subject to confirmation. A contract is only formed when we give order confirmation in writing or when orders are fulfilled by us.

3. **Form:**
   3.1 For the purposes of these Conditions of Sale, (a) “in writing” means in text form (including email, facsimile, computer-generated letters and telegrams), and (b) “handwritten” means any amendment, change, or variation to these Conditions of Sale including this Section 3.1, and any termination or mutually agreed cancellation of a contract shall be made in written form.
   3.2 A contract terminates when it is made in writing.

4. **Prices:** Unless otherwise agreed in writing, our prices are quoted ex works and do not include the packaging costs. Value added tax shall be payable additionally by purchaser at the statutory rate in effect on the invoice date.

5. **Payment, Set-off:**
   5.1 Unless agreed otherwise in writing, payment to us by purchaser shall be effected latest five (5) days after the delivery or the performance of services.
   5.2 Set-off by purchaser is permitted only for claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction.

6. **Place of Performance, Shipments:**
   6.1 Unless otherwise agreed in written form, the place of delivery or performance shall be our place of production or storage. Except the provision under Section 6.2, the risk of the goods shall be transferred from us to purchaser upon delivery.
   6.2 If shipment has been agreed to be included, we shall ship the goods at purchaser’s risk unless otherwise agreed in written form. Furthermore, we shall determine the manner of shipment, shipment route and carrier.

7. **Partial Delivery and Performance:** Partial delivery and performance by us shall be permitted for reasonable reasons.

8. **Delivery Schedules, Delay:**
   8.1 If we fail to comply with the agreed schedules of delivery or performance or other terms contained in the contract, purchaser may regard us in default and terminate delivery or performance period of reasonable length of no less than three (3) weeks.
   8.2 If delivery or performance does not take place by the end of the additional delivery or performance period, purchaser shall be entitled to rescind the contract or request us to continue the delivery/performance. Purchaser shall, upon our notice of non-fulfillment within a reasonable time period, whether such time period, whether as a result of the delay, to rescind the contract and/or insist on the delivery/performance by us. If purchaser insists on delivery/performance, purchaser shall be entitled to rescind the contract and/or receive reasonable compensation.

9. **Transport Insurance:** Unless otherwise agreed in written form, we are authorized to obtain appropriate transport insurance on behalf and at the expense of purchaser in an amount at least equal to the invoiced value of the goods.

10. **Retention of Title:**
   10.1 The goods sold shall remain our property until all our claims against purchaser arising from our business relationship with purchaser have been satisfied.
   10.2 If the goods have been processed, combined or mixed by purchaser with goods of others, we acquire joint title pro rata to that part of the new goods that corresponds to the invoiced value of the goods in relation to the total value of the other goods which have been processed, combined or mixed.
   10.3 In the event our goods are combined or mixed with goods of another, purchaser hereby assigns to us all rights with regard to the new products. If purchaser combines or mixes our goods with a third party for payment, purchaser hereby assigns to us its right to payment from such third party.

10.4 Purchaser may, in the ordinary course of its business, resell any goods which, in the event of termination of title, are in the hands of a third party. If, upon sale or resale, purchaser does not receive the full purchase price in advance or upon delivery, we shall be entitled to reclaim the goods. Such claim shall agree with us in the event of a retention of title arrangement on the same terms as set out herein. Purchaser hereby assigns to us all its claims arising from such sale/resale and its rights arising from its claims against third parties. Upon us exercising our rights, we shall inform its customer of such assignment of rights and provide us with the information and documents necessary to enforce our rights. Withholding the foregoing information we shall not release payments from claims arising from such sale/resale if purchaser has satisfied its liabilities to us.

10.5 In the event that the security interests granted to us exceed the value of our claim, we shall release the excess part of the goods. Where such security interests exceed the security interests assigned to us, we shall release the part of the goods in proportion to the value of the goods that we hold as security.

11. **Product Information:** Unless otherwise agreed in writing, the contractual characteristics of our goods shall be exclusively based on our product specifications. If we fail to observe the contractual characteristics of the goods, performance, delivery, or services, such goods, performance, delivery, or services are deemed to be guaranteed only if they are agreed and indicated by us as such in written form. Written and verbal information about goods, equipment, plant, implementations, and instructions is based on research and experience in the field of applied engineering. We provide such information, which is accurate to the best of our knowledge, subject to our right to modify and further develop it and such information will not be binding. The aforementioned shall not release purchaser of its obligation to verify the suitability of our goods for the use intended by purchaser. Unless otherwise agreed in written form or mandatorily required by statutory law, we do not warrant to purchaser that our goods will not infringe the intellectual property rights of any third party.

12. **Compliance with Delivery or Performance Shortfalls:** Partially those relating to defects and delivery shortfalls, must be submitted to us in writing without delay, but not later than ten (10) days from the delivery of goods or, in the case of latent defects, within five (5) days from the time when such defects are detectable or should have been detectable through reasonable investigation. If purchaser does not notify us of claims within such time period or in the agreed form, our goods or services referred to in such notice shall not be entitled to be considered as such in accordance with the contract. If purchaser, knowing of defects, accepts our goods or services, we shall not be entitled to such claims. If purchaser has reserved such rights in writing at the time of delivery.

14. **Rights of Purchaser in Case of Defects:**
   14.1 Purchaser shall have no right to remedies for a defect in our goods or services unless the contractually specified characteristics and prices are only unreasonably impaired. In the event of justified and rightly raised defect claims of the delivered goods or services, we reserve the right, solely at our discretion, to either replace or repair the goods or services. We shall always be granted reasonable time to provide such replacement or repair. If our repair or replacement fails to remedy the defects, purchaser shall be entitled to either adjust the purchase price respectively or rescind.

14.2 Furthermore, purchaser may claim pursuant to statutory law damages and refund of its actual out-of-pocket expenses necessary for the purpose of repair or replacement. Refund of excluded claims or the goods being later transported to a place other than the delivery place originally agreed. For the avoidance of doubt, Section 15 shall apply to claims for damages arising out of, or in connection with, any breach by purchaser of its obligations under this Section 14.

14.3 Claims by purchaser against us pursuant to statutory law can only be made to the extent purchaser has not agreed with its customers on provisions extending the statutory rights in cases of defects.

15. **Liability:**
   15.1 We, our officers, authorized representatives, employees, and persons employed to perform our obligations shall be liable only for damages and claims for exception if we are responsible for the legal or contractual relationship, to the extent based on breach of obligations deriving from the contract and/or tort, (i) in the event of intentional misconduct or gross negligence on our part, the purchaser, authorized representatives, employees or persons employed to perform our obligations, or (ii) if the breach of our contractual obligations violates the essential purpose of the contract to such an extent that the party entitles us to rely on the fulfillment of such obligations. Our liability for damages shall be limited to the foreseeable damage typical for a contract of this nature up to €100,000 or equivalent value in other currencies or twice the invoiced value of the goods in question in this value exceeds €100,000 or equivalent value in other currency.

15.2 The aforementioned exclusion or limitation of liability shall not apply in cases of damage to life, body or health or in other cases of mandatory liability.

16. **Time Limits:** Subject to clause 13, the time limits to claim greatly regarding defects, guarantees, damages or expenses compensation and other disputes between the parties shall be two years from the date of the contract.

17. **Compliance with Statutory Regulations, Export and Customs Regula-

tions, Indemnification, Rescission:**
   17.1 Unless otherwise agreed in written form, purchaser shall be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, use, distribution, and export of the goods.
   17.2 Where a statutory or regulatory approval requirement applies to the ex-

port of our goods/services at the time of delivery/performance and such export approval is not obtained, we shall not be required to make any allowance or rescind. Defays of obtaining such approvals by responsible authorities will not result in the right of purchaser to claim for damages.

17.3 We are also entitled to rescind in the event a trade prohibition applies at the time of delivery or in the event a product registration obligation applies and registration at the time of delivery/performance has not been applied for or granted.

17.4 If the purchased goods are subject to customs preferences due to their preferential origin, we shall try (without obligation) to provide valid Certificate of Origin according to applicable laws and regulations.

18. **Arbitration:**
   The parties hereby agree that any dispute, controversy or claim arising out of or relating to these Conditions of Sale, including the validity, invalidity, breach or termination thereof, shall be referred to arbitration and finally settled under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force in the event the Notice of Arbitration is submitted in accordance with these Rules. The seat of the arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English.

19. **Applicable Law:** The contract and the legal relationship with purchaser shall be governed by the substantive law of the People’s Republic of China. In case of disputes arising out of or in connection with this Agreement, the Agreement shall be construed in accordance with INCOTERMS 2020.

21. **Severability:** Should any of these Conditions of Sale be deemed wholly or partially invalid, this shall have no effect on the validity of the remaining terms.