

GENERAL TERMS AND CONDITIONS

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§ 1 General

(1) These terms of delivery and payment apply to all goods and services delivered by ballcenter Handelsgesellschaft mbH & Co. KG.

(2) Any other conditions of the customer shall not be valid unless accepted in writing by ballcenter Handelsgesellschaft mbH & Co. KG.

(3) Our general terms and conditions shall be valid exclusively, even if we do not explicitly contest the customer's conditions (which may be different from ours) or if we are aware of the customer's conditions and nevertheless execute deliveries without contradicting the customer's conditions.

(4) Our General Terms of Delivery and Payment shall also be valid for any and all future business relations.

(5) Our offers are subject to change. An agreement on the delivery of products or services shall not be reached until the customer explicitly or implicitly accepts the offer of ballcenter Handelsgesellschaft mbH & Co. KG, or until ballcenter Handelsgesellschaft mbH & Co. KG confirms the offer made by the customer. Any arrangements made by our field service are subject to our written confirmation.

(6) When ballcenter Handelsgesellschaft mbH & Co. KG issues an order confirmation, it shall become an integral part of the agreement. In this case, the customer shall review the order confirmation immediately upon receipt in order to ensure that it is correct.

§ 2 Delivery

(1) If an order confirmation is issued, the scope of delivery shall be determined in accordance with such confirmation.

(2) Deviations in weights, measures or units shall be permissible within the customary tolerances.

(3) The date of delivery is an approximate date only and shall be deemed given to the best knowledge of ballcenter Handelsgesellschaft mbH & Co. KG. Delivery times shall not be binding unless expressly agreed otherwise or unless a binding delivery date is given in the order confirmation.

(4) In the event that the promised product or service is not available because we did not receive the necessary products or services from our suppliers for reasons for which ballcenter Handelsgesellschaft mbH & Co. KG is not accountable and our stocks of the corresponding products are depleted, we shall have the right to deliver a product or service of at least the same quality and value, provided that this will not affect the suitability for the agreed purpose and it is acceptable to the customer. If a product or service at the same price and of at least equal quality cannot be provided for reasons beyond our control, we shall have the right to withdraw from the agreement without delivering the agreed product or service. In this case, we undertake to inform the customer immediately that the product or service is not available and to refund to the customer without delay for any payment that may have been made.

(5) Partial deliveries are allowed to the extent acceptable to the customer. Partial deliveries shall be deemed acceptable to the customer if the customer can use them for the agreed purpose,

delivery of the remaining products is ensured and no additional costs are incurred by the customer as a result of the partial deliveries.

§ 3 Prices and terms of payment

(1) The prices quoted by us are ex factory or distribution warehouse, exclusive packaging and shipment costs and exclusive applicable sales tax.

(2) Unless agreed otherwise, packaging, postage and shipment costs plus any ancillary costs are charged to the customer according to the price list of ballcenter Handelsgesellschaft mbH & Co. KG valid at the time of delivery.

(3) Reusable packaging used for the shipment must be returned to ballcenter Handelsgesellschaft mbH & Co. KG. Alternatively, the customer shall have the right to return reusable packaging of the same kind, volume and quality. If reusable packaging is not returned or exchanged, the customer will be charged for the reusable packaging used for the shipment.

(4) All other transport accessories and other packaging will not be taken back. The customer shall dispose of such packaging at his own cost.

(5) Unless agreed otherwise, our invoices are due without any deductions within 14 days after receipt of the invoice and products.

(6) Cash discount deductions are subject to express written agreement. Cash discount deductions cannot be granted if the customer is in arrears on the payment of previous deliveries.

(7) In case, the agreed method of payment between customer and ballcenter Handelsgesellschaft mbH & Co. KG is the SEPA Direct Debit Scheme, the customer undertakes to grant the required authorization. ballcenter Handelsgesellschaft mbH & Co. KG collects the amounts within 5 workdays after maturity. The Pre- Notification takes place 1 workday before bank collection. Charges due to non-payment or reverse entry will be borne by the customer.

(8) Bills of exchange will not be accepted without prior written agreement. In this case, the customer shall bear the discount charges and other costs incurred by ballcenter Handelsgesellschaft mbH & Co. KG in connection with the acceptance and encashment of a bill of exchange. Payment shall not be deemed made until the amount due is irrevocably credited to our accounts.

(9) The customer shall not be entitled to offset payments unless his counterclaims are legally established, undisputed or accepted by us. The customer shall have no right to retain claims of ballcenter Handelsgesellschaft mbH & Co. KG unless his counterclaim is based on the same contractual relationship.

(10) For agreements with an agreed delivery period of more than 4 months, ballcenter Handelsgesellschaft mbH & Co. KG shall have the right to adjust its prices in line with increases in labor and material costs and other related costs, particularly due to changes in supply contracts or collective agreements. If the increase exceeds 5 % of the agreed purchase price, the customer shall have the right to withdraw from the agreement. In this case, the customer shall have no right to claim damages.

§ 4 Delivery times, delay

(1) If a delivery time was agreed, it shall be counted from the day after receipt of our order confirmation or acceptance. If the delivery of the products requires the communication of technical parameters or information by the customer, a clarification of technical details or any other details concerning the execution of the order, the agreed delivery time shall not commence until all

necessary technical parameters and information have been received and/or all questions concerning the execution have been clarified.

(2) The agreed delivery time shall be extended in the event of unexpected circumstances beyond the control of ballcenter Handelsgesellschaft mbH & Co. KG, e.g. force majeure, mobilization of armed forces, war, riots, disasters, delayed delivery by suppliers, delayed material supplies, shortage of material or energy, provided that these circumstances are relevant for the delivery of the agreed products and ballcenter Handelsgesellschaft mbH & Co. KG is not responsible for them. The agreed delivery time shall also be extended in the event of labor disputes at ballcenter Handelsgesellschaft mbH & Co. KG or its suppliers, provided that they are relevant for the delivery of the agreed products. In all cases of the above subclause (2) the delivery time shall be extended by the time for which the adverse circumstances existed, plus a reasonable adjustment time of one calendar week.

(3) If the delivery is delayed as set forth in subclause (2) by more than three months, the customer shall have the right to set ballcenter Handelsgesellschaft mbH & Co. KG a reasonable deadline for the delivery. If ballcenter Handelsgesellschaft mbH & Co. KG fails to deliver the products within the set deadline, the customer shall have the right to withdraw from the part of the agreement that has not been fulfilled. In this case, subclause (8) shall apply.

(4) In the cases set forth in subclause (2) above, ballcenter Handelsgesellschaft mbH & Co. KG shall have the right to withdraw from the part of the agreement that has not been fulfilled if delivery becomes substantially harder or impossible and the inhibition is not of a temporary nature. The customer shall be entitled to ask us to state whether we wish to withdraw from the agreement or effect delivery within reasonable time. If we fail to make a statement, the customer shall have the right to withdraw from the agreement and subclause (8) shall apply.

(5) If we fall behind on delivery, the customer shall grant us a reasonable extension in accordance with the valid laws. After expiry of the extension period, the customer shall have the right to claim compensation instead of performance and withdraw from the agreement. Subclause (8) shall apply.

(6) In the case of delay, the customer can claim a compensation of 0.5% of the total delivery value for every full week of delay, however not more than 5% altogether, provided that he can show credibly that he suffered losses as a result of the delay.

(7) Any claims for compensation due to delayed delivery exceeding the amounts set forth in subclause (6) above are excluded. This does not apply if the delay was caused by intent or gross negligence on the part of ballcenter Handelsgesellschaft mbH & Co. KG or its agents.

(8) If ballcenter Handelsgesellschaft mbH & Co. KG already fulfilled part of the agreement, the customer shall only have the right to withdraw from the entire agreement if he has no interest in the products or services already delivered.

§ 5 Transfer of risk

(1) Even if the products are delivered free of postage and shipping costs, the risk shall pass to the customer at the moment when the products are handed over to the forwarder, the products have left the warehouse of ballcenter Handelsgesellschaft mbH & Co. KG to be shipped or the product is picked up by the customer.

(2) ballcenter Handelsgesellschaft mbH & Co. KG will insure the products against the usual transport risks at the customer's cost.

(3) As soon as the customer fails to accept the delivery, the risk of accidental loss or deterioration of the delivered products shall pass to the customer; nevertheless we shall be obliged to store the products properly at the customer's cost.

§ 6 Liability for defects

(1) According to section 377 HGB (German Commercial Code), the customer is obliged to examine deliveries immediately and notify the supplier in writing in the event of a complaint. Complaints due to obvious defects, wrong deliveries or incorrect amounts must be communicated to us in writing immediately, however not later than one calendar week after receipt of the products.

(2) Other defects must be reported immediately when they are discovered.

(3) We are liable within the scope legally required for defects that existed at the time of risk transfer pursuant to the following regulations:

(4) Warranty claims become invalid after a period of 12 months, starting with the day of risk transfer. This does not apply if the law requires longer warranty periods pursuant to section 438 subsection 1 paragraph 2 BGB (German Civil Code) (buildings and supplies for buildings), section 479 subsection 1 BGB (right of recourse) or section 634a subsection 1 paragraph. 2 BGB (structural defects); and in cases of injuries to life and limb or to a person's health resulting from an intentional or grossly negligent breach of duty by ballcenter Handelsgesellschaft mbH & Co. KG or its agents and in the case of fraudulent concealment of a defect. Statutory regulations on expiry suspension, suspension and restart of time limits shall remain unaffected.

(5) Unless agreed otherwise, the agreed quality of the product shall be as defined in the order confirmation, the product description or any other details we may have communicated in a separate confirmation. In the event of ambiguities between order confirmation, product description and separate confirmation, the separate confirmation shall prevail. In the event of ambiguities between order confirmation and product description, the order confirmation shall prevail. We grant the customer no guarantees in the legal sense, unless expressly stated otherwise. Any reference to DIN standards shall only serve to describe the product and does not constitute any guarantee.

(6) If there is a defect in the purchased products and the claim has been placed in good time, we shall at our own discretion have the right of subsequent fulfillment by rectification or replacement. We shall bear the cost incurred by the subsequent fulfillment, particularly transportation, travel and material costs.

(7) If the subsequent fulfillment fails, the customer can withdraw from the agreement or reduce the payment, notwithstanding any possible claims pursuant to section 7 of these terms and conditions. If he chooses to withdraw from the agreement, section 4 subsection (8) shall apply.

(8) Minor deviations from the agreed quality or insignificant impairment of serviceability of the delivered products shall not constitute any warranty claims, provided that the deviation or impairment does not affect the intended use of the products as agreed in the agreement and the deviation or impairment is acceptable to the customer. Moreover, natural wear or damage caused by incorrect handling or negligence after the transfer of risk, excessive strain, unsuitable operating materials or special external influences that are not governed by the agreement shall not constitute any warranty claims. If the customer or a third party makes inappropriate alterations to the product, the customer shall have no right to warranty claims for such alterations and resulting consequences, unless the customer disproves the substantiated claim of ballcenter Handelsgesellschaft mbH & Co. KG that the defect was caused by the inappropriate alterations made by the customer or a third party.

(9) The customer shall only have a right of recourse against us pursuant to section 478 BGB (German Civil Code) in so far as the customer has not made any agreements with his end customer beyond the statutory warranty rights. For the scope of the customer's right of recourse against us pursuant to section 478 subsection 2 BGB, the regulations of subclause (8) shall apply accordingly.

(10) All other claims for compensation shall be subject to section 7 of our General Terms of Delivery and Payment (Other compensation claims).

§ 7 Other compensation claims

(1) Compensation claims by the customer on whatever legal grounds, in particular for the violation of contractual obligations or tortious acts, are excluded except in cases of intent or gross negligence by ballcenter Handelsgesellschaft mbH & Co. KG or its vicarious agents.

(2) In the event that ballcenter Handelsgesellschaft mbH & Co. KG violates an essential contractual obligation, ballcenter Handelsgesellschaft mbH & Co. KG shall only be liable to the extent of the typical damage that can be expected for this type of agreement, unless ballcenter Handelsgesellschaft mbH & Co. KG or its agents acted intentionally.

(3) The restrictions and exclusions of liability in subclauses (1) and (2) above shall not apply if ballcenter Handelsgesellschaft mbH & Co. KG is liable by law, e.g. according to the product liability law, liability due to injury of life and limb or health, due to the absence of guaranteed qualities or fraudulent behavior of ballcenter Handelsgesellschaft mbH & Co. KG or its agents.

(4) If the liability of ballcenter Handelsgesellschaft mbH & Co. KG is excluded, the same shall apply to its employees, workers, representatives and agents.

§ 8 Retention of title

(1) The delivered products shall remain the property of ballcenter Handelsgesellschaft mbH & Co. KG until all our claims against the customer in connection with the business transaction have been settled. If a current account has been agreed between us and the customer, the retention of title shall also refer to the acknowledged debit. The same shall apply if a debit is not acknowledged, but a balance is drawn, e.g. because the customer goes into insolvency or liquidation.

(2) For the duration of the retention of title, the customer shall be prohibited to pledge the products or use them as collateral. The customer shall have the right to resell the products in the course of ordinary business, provided that he receives payment from his buyer or makes the reservation that ownership shall not pass to the buyer until he has met his payment obligations.

(3) The customer assigns all claims he may have or obtain against the third party as a result of the resale of the products or for another legal reason (insurance policy, tortious act) to the seller by way of security. We herewith accept the assignment. If we are entitled to joint ownership, the assignment shall be limited to the value of the product owned by us or the value of our ownership share at the time when the claim arises.

(4) The customer shall have the right to collect this claim as long as he is not in arrears. As soon as he falls behind with his payments, we shall be entitled to revoke his right to collect payment. In this case, the customer shall have to make all necessary information available to us, so that we can collect the claim from the buyer ourselves. We shall be entitled to revoke the right of resale and collection of payments if the customer gets into financial difficulties or files for insolvency or liquidation. In this case, we shall have the right to claim the assigned outstanding payments and claims immediately.

(5) In the course of the orderly conduct of business, the customer shall have the right to combine the products with other products in such a way that they become an essential part of another product. The products subject to retention of ownership may also be mixed with other products, processed or converted into a new product. Unless we become the sole owner of the new product pursuant to section 947 BGB (German Civil Code), we shall be entitled to joint ownership in the new product equivalent to the value of the product supplied by us in relation to the value of the new product created by such combination, mixture, processing or conversion. The customer undertakes

to assign joint ownership to us in all cases where the products supplied by us are not regarded as the main part of the new product.

(6) The customer shall be liable to treat the products subject to retention of title with care; in particular, he shall have to insure them at replacement value and at his own cost against fire, water and theft.

(7) In the event of levies of execution or other enforcements by third parties against the product owned by us or against claims and titles assigned to us, the customer shall inform us in writing without delay. The same applies if products are damaged.

(8) We undertake to release securities to which we are entitled at the customer's request in the extent to which the value of the pledged securities regularly exceeds the amount of all claims to be secured by more than 20%. ballcenter Handelsgesellschaft mbH & Co. KG shall have the right to choose which securities will be released.

§ 9 Place of jurisdiction, miscellaneous

(1) The place of jurisdiction for all disputes arising out of or in connection with this agreement shall be the location of our registered offices, notwithstanding our right to sue the customer at his own registered offices.

(2) Unless specified otherwise in the order confirmation, our registered office is also the place of fulfillment.

(3) All legal relations in connection with this agreement shall be governed by German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded