

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT

1. Application of the GTC

- 1.1. Our deliveries are made exclusively on the basis of these General Terms and Conditions, unless otherwise agreed in writing with the customer.
- 1.2. Changes to the contracts made on the basis of these GTC are only effective in writing by mutual agreement between the customer and Büttner Ltd. Unless otherwise agreed in writing, our terms and conditions apply to our deliveries even if our customers have his own general terms and conditions.
- 1.3. Our GTC also apply to all future transactions with our customers within the framework of an ongoing business relationship.

2. Offer and Deals

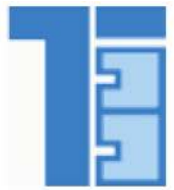
- 2.1. The information, drawings, illustrations, technical data, descriptions of weight, dimensions and services contained in brochures, catalogues, circulars, advertisements, price lists or in the documents belonging to the offer are non-binding unless they are expressly designated as binding in the order confirmation.
- 2.2. All property rights and copyrights to the offer and the attached documents remain with us. They may not be duplicated or used for any purpose other than the agreed purpose without our permission.
- 2.3. The customer may only send us his order in writing (e-mail, fax, letter). The order is qualified as a contract offer. The order must contain all information, criteria and conditions so that we can take into account the performance expected from the customer. Büttner Ltd is obliged to answer the order within 48 hours. Customer orders are only deemed to have been accepted upon delivery of the written order confirmation.

3. Delivery and services

- 3.1. We are entitled to advance and partial deliveries as well as to the corresponding offsetting at any time.
- 3.2. Our delivery times are generally non-binding. These delivery times may change due to unforeseeable circumstances.
- 3.3. Delays in delivery that are based on the fact that the customer requests changes to the original order are at his expense.
- 3.4. If the delivery time is extended for reasons beyond our control, the customer cannot derive any claims for damages from this if we inform the customer immediately. If the deliveries become impossible or unreasonable due to these circumstances, we are released from our delivery obligation. If the delay in delivery lasts longer than 1 month, the customer is entitled to withdraw from the contract without consequences.

4. Goods delivery and acceptance, acceptance of risk

- 4.1. Upon receipt of the delivery, the customer must notify us of their qualitative and quantitative complaints, compare the products and the invoice and inform us of any discrepancies. The customer is not entitled to raise qualitative and quantitative complaints after receipt. After acceptance in the absence of a complaint, the two parties consider the items indicated on the invoice to have been delivered in full.
- 4.2. With acceptance, the risk passes to the customer.
- 4.3. Due to the nature of the manufacturing process, Büttner Ltd. reserves the right to carry out repairs in the event of minor deviations that do not affect the intended use of the product. Such repairs may include, but are not limited to, welding, bushing, or machining



to achieve the correct positioning of the workpiece. These minor interventions do not reduce the quality or functionality of the product and shall not be considered defective performance.

- 4.4.** Due to the properties of the raw materials used and the nature of the production and machining processes, minor aesthetic or cosmetic imperfections may appear on the final products. These minor surface defects do not affect the technical performance of the product and shall not constitute grounds for a quality complaint.

5. Price, Payment

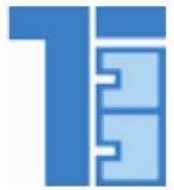
- 5.1.** We expressly reserve the right to refuse bills of exchange and checks.
- 5.2.** Provided that if we receive negative information regarding the customer's financial situation (insurance credit, official bank information), Büttner Ltd reserves the right to withdraw from the contract.
- 5.3.** The prices stated in the order confirmation include packaging costs and also the costs of transport between the factory and the place of performance if the transport is carried out by us or our contractual partner. In other cases (by post or courier) the cost of transport will be charged to the customer.
- 5.4.** Any extra cost increases after the end of the contract (particularly increases due to official orders) will be charged to the customer.
- 5.5.** In case of the material costs increase significantly during the production period, Büttner Ltd. reserves the right to pass on the price difference to the customer.
- 5.6.** Payment is due at the time stated on the invoice. The customer must settle the invoice as indicated on the invoice. If the customer objects to one part of the invoice, he must pay the other parts.
- 5.7.** If the customer is in default, we are entitled to charge interest on arrears in the amount determined by Section 6:48 of the Hungarian Civil Code.
- 5.8.** In case of late payment Büttner GmbH is entitled to withhold any goods that may not yet have been delivered until the customer settles all his debts and deliver the goods only after the conclusion of a new agreement.
- 5.9.** The customer is not entitled to withhold or offset payments if the counterclaims have not been recognized by us or are legally binding.
- 5.10.** If the customer does not meet his payment obligations despite our written call, we are entitled to take back any payment privileges and to make the entire remaining debt due. We are also entitled to withdraw from the contract unilaterally and to enforce our damage resulting from the breach of contract against the customer.

6. Retention of title

- 6.1.** The delivered goods remain the property of the supplier until full payment has been made.
- 6.2.** The customer may resell the delivery item in the ordinary course of business. With the contract concluded between him and us, he assigns to us all claims arising from the resale against his customers or third parties in the amount of the final invoice amount, regardless of whether the delivery item is delivered without or after loading or processing was resold. The customer is also obliged to assign the price or the final amount of the invoice to us if he has sold such goods to which we have reserved our property rights. If there is a current account contact between the customer and his client, the claim consists of the balance, or in the case of bankruptcy of the third party, of the factual balance that is then available.



tool plates
mold bases
guiding elements
punches
ejector pins
die springs/gas springs
alloy stainless steels
powder metallurgy steels



- 6.3.** The customer is authorized to collect the claim assigned to us in advance as part of his ordinary course of business. Our authority to collect the claims ourselves remains unaffected. We will not make use of this as long as the customer meets his payment obligations to us, i.e. in particular he has not stopped his payments, is not in default of payment and no application for the opening of insolvency proceedings against his assets has been filed. In other cases, at our request, the customer must notify us of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and notify the debtors of the assignment.
- 6.4.** In the event of seizure or other interventions by third parties, the customer must inform us immediately in writing. The customer shall bear the costs of asserting our right in court or without court if the third party is not obliged to do so or is unable to pay.
- 6.5.** Any processing or transformation of the delivery item by the customer is always carried out for us without any liabilities accruing to us as a result.
- 6.6.** If the customer has created a new product for himself in good faith by processing or transforming the delivery item, he must pay for the value or cede the ownership of the new product in return for the payment of the value of his work. If the value of the work is significantly greater than the value of the processed or modified delivery item, the customer can demand this value. If the processor or the instructor was suspicious, we only have to pay the enrichment.
- 6.7.** At the customer's request, we undertake to release the securities to which we are entitled under these conditions insofar as their value exceeds the claims to be secured by more than 20%. We are responsible for selecting the securities to be released.

7. Product Liability

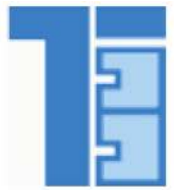
- 7.1.** Büttner Ltd. assumes that all products delivered by us correspond to the previously agreed technical conditions and descriptions.
- 7.2.** On request, Büttner Ltd. will provide a certificate of items that are included in the invoice during the movement of the products.
- 7.3.** For the quality of the construction and execution, we assume the material defects for a period of 6 months from the day of delivery. Liability only extends to errors that occur during this period as a result of defective material or poor workmanship. Subsequent performance, damage compensation, reduction or withdrawal claims within the meaning of 6:157.§ - 6:184. § CC Hungary due to obvious defects expire after acceptance, but at the latest if the customer does not complain immediately, i.e. within two weeks after handover.
- 7.4.** Insignificant, reasonable deviations in the dimensions and designs do not justify complaints unless compliance with dimensions has been expressly agreed.
- 7.5.** All material defect claims expire if the customer himself or a third party makes changes or interventions on the product without our written consent.
- 7.6.** We are liable without limitation if essential contractual obligations are violated or if the client asserts claims for damages due to the lack of a guaranteed property.

8. Disclaimer and Limitation of Liability

- 8.1.** We exclude all liability detailed in point 7. This exemption from liability does not apply to damage resulting from injury to life, limb or health, which is based on at least a negligent breach of duty for which we are responsible.
- 8.2.** We assume no responsibility for damage caused by delays in delivery due to unforeseeable and insurmountable events (vis maior). In this case we have the right to withdraw from the contract without the obligation to pay compensation if the delay lasts



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more than 120 days. In connection, the two parties disclose that the performance of the contract and the consideration are reasonable, considering all the terms of the contract.

9. Jurisdiction, Applicable Law

9.1. Hungarian law applies exclusively to these General Terms and Conditions. The place of jurisdiction for all disputes arising from the contractual relationship is our registered office with jurisdiction in addition to the Hungarian Chamber of Commerce and Industry.

10. General Provisions

- 10.1.** With his order, the customer acknowledges that he knows, takes note of and follows the provisions or general terms and conditions.
- 10.2.** The laws of Hungary shall apply to matters not regulated in these GTC.
- 10.3.** If one or more of the provisions of this contract should be ineffective, this does not affect the validity of the remaining provisions of this contract. In such a case, the parties undertake to agree to a new regulation that comes as close as possible to the economic purpose of the invalid regulation.
- 10.4.** These terms and conditions come into force on 01/01/2014.