

GENERAL SERVICE AND DESIGN

TERMS AND CONDITIONS

Last updated: December 13, 2022

I. SCOPE

1. For the business relationship between D&C StampTec, Inc. (hereinafter referred to as "Contractor") and its clients (hereinafter referred to as "Client"), the terms of this General Service and Design, Terms and Conditions, (hereinafter referred to as "Terms and Conditions") shall apply. Unless otherwise amended in a signed and dated agreement, the terms of these Terms and Conditions shall also apply to all future offers, deliveries, and/or other services offered by Contractor. These Terms and Conditions are applicable to the business relationship between the Parties. Any terms not included herein do not apply to the contractual relationship between the Parties. Although the Parties may agree to new terms and conditions for a separate engagement, those terms will not apply to the current engagement.

II. SUBJECT MATTER AND CONCLUSION OF CONTRACT

1. The subject matter of these Terms and Conditions are the services described in the offer of Contractor. If applicable, the order confirmation or a contract for work and service shall more fully describe the work to be preformed, in particular the constructive support of the product until the respective series maturity. The structure of the CAD design shall be coordinated with the respective Client. The responsibility for the function, service life and mileage of the respective product is borne by both contractual partners. The design to be manufactured is based on the best knowledge and resulting currently existing tooling "know-how" of the Contractor, which strives to achieve the desired specifications.
2. The Contractor's offers are subject to change without notice plus value added tax at the applicable rate and are made as an invitation to place an order or to accept the offer.
3. Orders by the Client can only be accepted by text form. For this purpose, the return of the signed offer with a corresponding note shall suffice, provided that no other form of binding order placement is made.
4. The contract with the Client shall **only be** concluded by the subsequent written order confirmation by the Contractor. Text form (email, fax) shall be sufficient to comply with the written form.
5. Orders or contracts must be accepted by the Client within twelve (12) weeks after receipt of the offer from Contractor.
6. Additions and amendments to the agreements made, including these General Terms and Conditions, must be made in a written, signed, and dated format to be effective.
7. Information provided by the Contractor on the object of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximately authoritative, unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed quality features, but descriptions

or identifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements as well as the replacement of components by equivalent parts are permissible insofar as they do not impair the usability for the contractually intended purpose.

8. All constructions, renditions, drafts, samples, and other services of the Contractor are intended only for the respective client. Without the written consent of the Contractor, use of the works and work produced is strictly prohibited. The Contractor reserves the right to save all drawings and other works, including all specific details permanently and in electronic format at the Contractor's discretion.
9. The Contractor shall be entitled, at its sole discretion, to subcontract for the performance of the services owed to the Client under the terms of any contract and in accordance with these terms and conditions.

III. DELIVERY TIMES

1. Delivery periods are non-binding unless they are expressly guaranteed by the Contractor. In the event of an additional order, amendment, or supplement to the original order, previously assured delivery periods shall become invalid. The same shall apply if, after the order has been placed, a previously unforeseeable design requirement arises during the further development of the product. In such cases, a new delivery period shall be agreed between the parties. The delivery period shall be deemed to have been complied with if the contractual work has left the factory or notification has been given that the goods are ready for dispatch. Compliance with the delivery period shall be subject to the correct and timely provision of the documents, approvals, releases to be procured by the Client and, if applicable, the receipt of an agreed down payment. Partial deliveries by the Contractor are permissible.
2. If non-compliance with the delivery time is due to force majeure, labor disputes, in particular strikes and lockouts, shortage of raw materials or natural disasters, the delivery time shall be reasonably extended until the end of the aforementioned obstacle. The Contractor shall notify the Client immediately of the beginning and end of such circumstance. The Client has a right to terminate the contract if the delays last more than three (3) months. The fees paid until then will not be refunded.
3. If the Client does not accept the Work despite the due date and a proper offer by the Contractor, the Contractor shall be entitled to charge the costs incurred due to the delay.
4. The Contractor shall not be liable for the impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other unforeseeable events (e.g. operational disruptions of all kinds, difficulties in the procurement of materials or energy, transport delays, strikes, lockouts, shortages of labor, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or the failure to deliver, incorrect delivery or late delivery by the supplier) for which the Contractor is not responsible. If such events make the delivery or service considerably more difficult or impossible and the hindrance is not only of temporary duration, the Contractor shall be entitled to withdraw from the contract. Insofar as the acceptance of the delivery and service is unreasonable for the Client as a result of the delay, the Client may withdraw from the contract by means of an immediate written declaration,

only under the express condition that the Client reimburses the Contractor for the claims for compensation and remuneration in an amount equal to the time and services provided to Client, including all time and services reserved for the Client.

5. If the Contractor is in default with the delivery or service for more than four (4) weeks, the Contractor's liability for damages shall be limited to a maximum of 5% of the respective net order value.

IV. PRICES AND TERMS OF PAYMENT

1. The prices specified in the offer, order confirmation or contract for work and services apply in each case in United States legal currency, plus all federal, state, and local taxes.
2. The prices stated in the offer, order confirmation, or contract for work and services shall apply subject to the proviso that the order data on which the fixed price agreement is based remain unchanged and also correspond to the offer data. Correction requests and subsequent changes and services must be specially remunerated by the client. Additional expenses incurred due to insufficient quality of the client's templates and information will also be invoiced separately. Such changes shall also postpone the delivery deadline to be met by the Contractor.
3. Insofar as billing according to time expenditure is agreed in the offer, order confirmation or contract for work, the time contingent shown here represents only a probable estimated value. Should this time contingent shown here turn out to be insufficient for completion of the construction, the Contractor shall inform immediately of the additional workload likely to occur.
4. In the case of a total price of up to USD \$30,000.00 net specified in the offer, order confirmation or contract for work, the following due dates shall be deemed agreed:
 - a. 50 % of the agreed net price when the order is placed;
 - b. A further 50% of the agreed net price in the case of construction delivery of all required data sets and design drawings upon initial delivery for production of the work (without subsequent updates).
5. In the case of a total price of more than USD \$30,000.00 net as stipulated in the offer, order confirmation or contract for work and services, the following due dates shall be deemed to have been agreed upon
 - a. 40 % of the agreed net price when the order is placed;
 - b. Further 40 % of the agreed net price upon release of 3D elevation for detailing and
 - c. 20 % for design delivery of all required data sets and design drawings at initial delivery for production of the work (without subsequent updates).
6. All invoices shall be paid to the Contractor within fourteen (14) days of receipt of the invoice without deduction in the currency stated in the invoice. Payment shall not be deemed to have been made until the Contractor can dispose of the amount invoiced.

7. The Client may only offset recognized or legally established claims against the Contractor's payment claims.
8. All taxes, fees and charges in connection with the performance shall be borne by the Client and, if applicable, reimbursed to the Contractor.

V. RIGHTS OF USE AND DATA TRANSMISSION

1. The Client acquires an exclusive, temporally, geographically and factually unrestricted right of use to the works and works of the Contractor for all known types of use. A right of ownership shall not be transferred. The Client may not assign the work and the work as security. In the event of seizure or confiscation or other dispositions by third parties, the Client shall notify the Contractor thereof without delay and inform the third party of the Contractor's ownership.
2. The Contractor assumes no liability for data transfer errors during dispatch or during conversion to other CAD or EDP systems.

VI. RIGHTS OF THIRD PARTIES

1. The documents provided by the Client (texts, photos, samples, product designations or similar) shall be used under the proviso that the Client guarantees that it is entitled to use and pass them on. A review by the Contractor does not take place and is not owed.
2. If the documents provided by the Client (texts, photos, samples, product designations or similar) infringe the property rights of third parties, the Client shall indemnify the Contractor against any claims by third parties. The Contractor shall inform the Client without delay of any alleged infringements of rights and request an immediate statement in text form. If the Client disputes an infringement, it shall indemnify the Contractor against the judicial and extrajudicial costs of legal defense. Should the Contractor incur damage due to the infringement of the rights of third parties, the Client shall compensate the Contractor for such damage.

VII. ORDER COMPLETION AND ON-SITE SUPPORT SERIES PRODUCTION

1. Without express commissioning, the order is completed with the granting of the right of use. If the Client deviates from the procedures specified in the designs, plans, etc. when manufacturing an object, the Contractor shall not assume any warranty for the function of this object (tool, machine, etc.).
2. On-site support at the Client's premises during the production of the object until it is ready for series production shall only be provided on the basis of a special agreement. If such an agreement exists, the Contractor shall be authorized to make necessary decisions and issue instructions. The Contractor does not guarantee the development to series maturity.
3. If the development is ready for series production and the Client has acquired the right of use for series production, a final acceptance must take place before the start of production after the submission of test samples. If the acceptance is carried out by the client without complaint and the object is determined to be ready for series production, warranty claims are excluded, unless they are based on intent or gross negligence. The

client may only refer to faulty planning, execution or design within the framework of the commenced series production to the extent that the faults inevitably only became apparent within the framework of the series production.

4. The Contractor shall not be liable for damage that occurred as a result of the products manufactured with the object, unless this is due to gross negligence of the Contractor. If a claim is made by a third party, the client is obliged to indemnify the Contractor.

VIII. DISCLAIMERS

1. The Contractor shall not be liable for any tooling costs or additional production costs incurred as a result of changes, adjustments, and/or troubleshooting of the design work and other services provided by the Contractor.
2. From series release, the design is maintained by the respective Client.
3. The Contractor does not offer any guarantee for services of the mediated partner companies.
4. The Contractor assumes no liability for the admissibility of the work under competition and trademark law; the same applies to its protectability.
5. The Contractor shall only be liable for culpable violation of the essential contractual obligations and the gross negligence of its employees.
6. In the event of negligence, liability shall be limited to the reasonably foreseeable damage typical for the contractual relationship between the Parties.
7. Compensation for pure financial loss shall be limited by the general principles of good faith, for example in cases of disproportion between the amount of the order value and the amount of damage. Any further liability, irrespective of the legal grounds, is excluded.
8. The Contractor shall not be liable for damage which has occurred for the following reasons, but which is not attributable to any fault on the part of the Contractor: Natural wear and tear, improperly performed interventions or repair work on the part of the Client or third parties, unsuitable or improper use, faulty operation, assembly or commissioning, faulty or negligent handling, improper maintenance, use of unsuitable operating materials/replacement materials or similar, negligence of the Client, negligence of third parties.

IX. WARRANTY, GUARANTEE, AND LIABILITY FOR DEFECTS

1. If the work or the development service is handed over to the Client free of charge, claims for material defects and defects of title shall be expressly waived by the Client.
2. For the work or development service provided to the Client, the Contractor's liability for defects shall be limited to subsequent performance - at the Contractor's discretion by means of free-of-charge rectification of defects or replacement delivery - and, in the event of failure thereof and due to withdrawal from the contract declared by the Client, to repayment of the purchase price.
3. The Client shall provide the necessary and reasonable time, and opportunity to carry out all repairs and replacement deliveries that appear necessary after consultation; otherwise the Contractor shall be released from liability for the consequences arising therefrom.

4. The Client does expressly waives the right to contractual reduction and/or set off for any perceived defects.
5. The Contractor expressly accepts no liability for defects in the work or the development service in the event of unsuitable or improper use, faulty assembly or faulty commissioning by the Client, natural wear and tear, faulty or negligent handling, improper maintenance and unsuitable operating materials.
6. The delivered materials shall be carefully inspected and tested immediately after delivery to the Client or to the third party designated by the Client. They shall be deemed to have been approved if the Contractor has not received a written notice of defect with regard to obvious defects or other defects that were recognizable during an immediate, careful inspection within eight (8) working days after delivery of the delivery item or otherwise within eight (8) working days after discovery of the defect or at any earlier point in time at which the defect was recognizable for the Client during normal use of the delivery item without closer inspection. Notwithstanding the foregoing, the Client shall be obliged to carefully inspect the Services prior to any further use.
7. Statements and explanations regarding the Contractor's services shall be understood exclusively as a description of the quality and not as a guarantee or assurance of a property. Statements regarding the object of performance shall only constitute guarantees or assurances in the legal sense if they are made in writing and are expressly and literally marked as "guarantee" or "assurance".

X. DESIGN, INCLUDING TOOLMAKING

1. Insofar as the construction of corresponding tools has been agreed in addition to the design, the parties agree that precision tools require a certain amount of adjustment until they fully meet the specifications.
2. Contractor supplies only workbench-ready tools, this means: The tools are mounted and checked for correctness as far as possible without a series machine.
3. The Client shall bear all costs incurred for the coordination up to series production readiness, except for the design costs, which shall be borne by the Contractor.
4. The Contractor shall not be liable for any tooling costs or additional production costs incurred as a result of changes, adaptations or troubleshooting of the design work and other services provided by the Contractor.
5. From series release, the design is maintained by the respective Client.
6. The Contractor does not provide any guarantee for services of the mediated partner companies.
7. A separate agreement is required for the delivery of a tool ready for series production.
8. Terms of payment:
 - 40% upon order placement.
 - 40% upon delivery of tool ready for workbench use.
 - 20% upon release (4 weeks after initial sampling, at the latest).

XI. COPYRIGHTS AND RIGHTS OF USE

1. The Contractor shall be and remain the owner of all industrial property rights, in particular trademark rights, copyrights and ancillary copyrights to the documents sent and works created by it under the contract. These works including all its parts and works are protected by copyright. The order placed by the Client is a contract subject copyright (commissioned work).
2. The subject matter of the contract is the creation of the commissioned work, as well as the granting of rights of use to the work.
3. The works commissioned by the Client (product drawings, strip charts, stadium plans, drafts, assembly drawings, etc.) are protected as personal intellectual creations by the Copyright Act in favor of the Contractor, the provisions of which shall be deemed to have been agreed even if the level of creation required under the terms herein has not been reached.
4. The commissioned works and works may only be used within the scope of the agreed type of use and the scope of use. If no express agreement has been made for the use, only the purpose made apparent by the client when the order was placed shall be deemed to be the purpose of the contract. The client may only use the work and the work after full payment of the agreed remuneration.
5. Any use outside the limits of copyright law without the express prior consent of the Contractor is prohibited and punishable. This applies in particular to reproductions, translations and the input into any electronic media as well as the associated presentation to third parties.
6. Any reproduction and further dissemination of documents as a whole or in parts shall require the written consent of the Contractor. The transfer of granted rights of use to third parties shall require the express consent of the Contractor. The Contractor shall be entitled to information about the scope and type of use.
7. No element of the documentation provided to the Client grants any licensing or usage rights to images, registered trademarks, logos or other rights. The Contractor shall be permitted to use ideas, concepts, acquired know-how, etc. for further developments and services also for other clients after termination of the order with the Client. If parts or works created by the Contractor are applied for a patent by the Client, the Contractor shall be named as the inventor. The corresponding application shall be immediately sent to the Contractor, in order to avoid a contractual penalty in the amount of at least the net order sum.
8. Deviating regulations are to be agreed upon separately between the parties.

XII. LANGUAGE, JURISDICTION, AND APPLICABLE LAW

1. The language applied to these Terms and Conditions shall be the English language, as commonly used in the United States.
2. The parties agree that all disputes and claims arising from or relating to the negotiation of and performance of this Contract shall be decided by binding arbitration pursuant to the Florida Arbitration Code, as amended from time to time to be held in Lee County, Florida. The arbitration shall apply Florida law to said proceedings. The arbitration shall be before one (1) arbitrator, who shall be a licensed, practicing attorney in the

State of Florida with at least seven (7) years' experience. If the parties fail to agree on the sole arbitrator within fifteen (15) days of written notice from either party of a dispute to be submitted to arbitration, either party may apply to have the arbitrator appointed by the court. The arbitration hearing shall be held within thirty (30) days from the date of the arbitrator's acceptance of his or her duties, unless otherwise agreed by all parties. The arbitrators are directed to award the expenses of the arbitration, including required travel and other expenses of the arbitrators and any representatives of the arbitrators' costs, the costs and charges of arbitration and all reasonable attorney's fees and costs, to the prevailing party in the arbitration. If a party fails to pay the fees of the arbitrator as requested from time to time, the other party may advance any such fees, which shall be due with interest at the maximum legal rate permitted by law from the date of advancement, and shall be part of the award in the arbitration. The arbitrator shall have the power to grant specific performance and injunctive relief as part of any award.

3. The place of performance and fulfillment for obligations of the Client is the Contractor's registered office.

XIII. DATA PROTECTION

1. In connection with the initiation, conclusion, execution and reversal of a contract based on these General Terms and Conditions, data shall be collected, stored and processed by the Contractor. This shall be done within the framework of the provisions herein.
2. The Contractor shall not disclose any personal data of the Client to third parties unless it would be legally obliged to do so, or the Client has expressly consented to this in advance. The data provided by the Client by way of the order confirmation shall be processed exclusively for the purpose of contacting the Client within the framework of the execution of the contract and only for the purpose for which the Client has provided the data. The payment data shall be passed on to the credit institution commissioned with the payment. Insofar as the Contractor is subject to retention periods under commercial or tax law, the storage of some data may last up to ten (10) years. During the visit to the Contractor's website, anonymized data that do not allow any conclusions to be drawn about personal data and do not intend to do so, in particular IP address, date, time, browser type, operating system and pages visited, are logged. At the request of the client, the personal data will be deleted, corrected or blocked within the framework of the legal provisions. For additional guidance on the retention of data from the website maintained by the Contractor, please see the Privacy and Online Terms and Conditions posted on the website.
3. Personal data that has been communicated to us via our website is only stored until the purpose for which it was entrusted to us has been fulfilled. Insofar as retention periods under commercial and tax law must be observed, the duration of storage of certain data may be up to ten (10) years.

XIV. LIMITATION

All claims of the Client due to defects, unless otherwise stipulated in this clause, shall become statute-barred within twelve (12) months after delivery. Other claims shall become statute- barred within six (6) months after the Client has gained positive knowledge of these claims, but at the latest within the statutory periods set forth in the jurisdiction in which the Contractor is located. The statutory periods shall apply in the

case of intentional, grossly negligent or fraudulent conduct. They shall also apply to defects of a building or to samples or development services which have been used for a building in accordance with their customary use and have caused its defectiveness.

XV. MISCELLANEOUS TERMS

1. Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effect comes as close as possible to the original objective pursued by the contracting parties with the invalid or unenforceable provision.
2. Amendments, collateral agreements, supplements, agreements on quality, assurances or the assumption of guarantees must be made in a writing that is signed and dated by all Parties, to be effective. The amendment of the written form requirement must also be in writing.
3. No waiver of any provisions of these Terms and Conditions shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing waiver.
4. Captions and paragraph headlines in these Terms and Conditions are for convenience and reference only and do not define, describe, extend or limit the scope or intent of this agreement or any provision herein.
5. These Terms and Conditions shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the Parties hereto. The parties hereto acknowledge that this agreement, including all covenants, representations, warranties and agreements, shall survive the termination of the Contractor / Client relationship.
6. In the event that any of the terms, conditions or covenants of these Terms and Conditions are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof shall not be affected thereby and effect shall be given to the remaining provisions.
7. Each Party expressly covenants to deal with the other Parties in good faith in the performance of these Terms and Conditions. The Parties further agree to undertake any and all actions reasonably necessary to effectuate the terms of this agreement. Each of the Parties hereto represents that they have no pending legal or administrative action or proceeding against the other.
8. Should either Party change or amend their address, they shall notify the other Party within five (5) business days of said change of address. Within three (3) business days of remitting said change of address notice, all further notices shall be provided to the affected Party at the new address.
9. These Terms and Conditions shall be deemed as jointly prepared by all of the undersigned Parties with the aid of their legal counsel. The Parties acknowledge that they have been represented by counsel of their choice in the negotiations leading up to the execution of these Terms and Conditions, that they have read all related

contract(s), and have had it fully explained to them by their counsel. Each party expressly waives any claims and the right to assert that any detriment was incurred by the “non-drafting” party, or that the “drafting” party incurred a benefit related thereto.