

General Terms and Conditions for the Sale of “Puro”

1. Applicability

- (1) The present general terms and conditions (“GTC”) apply to all contracts concluded between the Customer (“Customer” or “Buyer”) and Minebea Intec Bovenden GmbH & Co. KG (“Minebea Intec” or “Seller”), Leinetal 2, 37120 Bovenden, HRA 201252, VAT DE 291 452 405 via this online shop regarding the Product “Puro” (“Product”), unless nothing else has been expressly agreed in writing.
- (2) Minebea Intec does not accept deviating or conflicting conditions insofar as Minebea Intec has not expressly agreed to them in writing.
- (3) These GTC only apply if the Buyer is an entrepreneur within the meaning of § 14 BGB (German Civil Code).

2. Registration as User

- (1) Your registration for our trading system will be made free of charge. A claim for an admission to our trading system does not exist. Only natural persons of full legal capacity shall be eligible. You must send us a copy of your identity card or your VAT-ID-registration number and provide us with documentation of your registration with the appropriate company’s registry on our request. For admittance, you must electronically fill out the application form on our website and send it to us. The information required for application shall be given by you complete and truthful. With your application, you choose a personal user name and a password. The user name shall not violate any third party rights or other trademark or rights to safeguard a name or public morals. You are obliged to keep the password secret and not to disclose it to third parties.
- (2) Apart from your declaration of consent with the applicability of these terms and conditions, your registration is not linked to any other obligations. You can delete your registration under „My account“ at all times. You will not be obliged to buy any of the goods offered by us only due to your registration.
- (3) If your personal information shall change, you yourself are responsible for its update. All amendments can be made online under „My account“ after the log in.

3. Data Protection

- (1) All personal data given by the Customer (Title, name, address, date of birth, email address, telephone number, telefax number, bank details, credit card details, etc.) will only be collected, processed and stored by Minebea Intec pursuant to the General Data Protection Regulation (GDPR).
- (2) The Customer’s personal data, insofar required to create, carry out or terminate the contractual relationship, shall only be used for the implementation of concluded purchasing contracts between

the Customer and Minebea Intec, e.g. for delivering the Product to the address indicated by the Customer. A use of the Customer's personal data for advertising, market research or for the purpose of a needs-based design of Minebea Intec's offers requires the Customer's explicit consent. The Customer has the possibility to give this consent before placing the Customer's order. This declaration of consent is given completely voluntarily and can be accessed and revoked any time by the Customer on Minebea Intec's website.

- (3) Minebea Intec will also use usage data, i. e. data which may contain characteristics that identify the Customer, details of the start and end as well as the scope of the respective usage and details of the telemedia used by the Customer, for advertising, market research or for the purpose of a needs-based design of Minebea Intec's telemedia to create user profiles by using pseudonyms. The Customer is entitled and has the option to object to the use of the Customer's usage data under „My account“. User profiles are not combined with the corresponding data under any circumstances.
- (4) If the Customer requires more information or if the Customer wants to recall or revoke the consent for the use of the Customer inventory data expressly given by the Customer and/or if the Customer wants to revoke the use of the Customer's usage data, our support under the email-address minebea-intec.industry@unser-datenschutz.de or by telephone under the number +49 (0)241-47433 - 15 is at the Customer's disposal.

4. Conclusion of the Contract, Contract Language

- (1) The presentation of the products and services in Minebea Intec's online shop does not constitute a legally binding offer, but merely an invitation to place orders (invitatio ad offerendum).
- (2) By clicking „Order with obligation to pay“ in the last step of the order process, the Customer submits a binding offer for purchase of the Product displayed in the order overview and/or for booking of the services listed in the order overview. Immediately after submitting the order, the Customer will receive an order confirmation, which however does not yet constitute the acceptance of the Customer contract offer. A contract comes into existence between the Customer and Minebea Intec as soon as we accept the Customer's order and/or booking by means of a separate email or dispatch the Product. Please regularly check the spam folder of the Customer's mailbox.
- (3) In Minebea Intec's online shop, the Customer can select products for purchase and/or services for booking by placing them in the shopping cart via a click on the respective button. To finish the order, the Customer should go to the shopping cart, from where the Customer will be guided through the remaining part of the order process. Following the product selection in the shopping cart and the specification of all required order and address data in the subsequent step, the Customer can click „Next“ to access a page that summarises the most important product details including the costs that will be incurred. Until this stage, the Customer can correct the Customer's input or decide not to enter the contract. Only by subsequently clicking the „Order with obligation to pay“ button, the Customer

places a binding order in the meaning of subsection (2).

(4) The exclusive language available for the conclusion of the contract shall be English.

5. Information on Adjustments

To place an order, the Customer shall start by placing the desired Product and/or services in the shopping cart. There the Customer may modify at all time the desired quantity or delete Product and services completely. If the Customer has placed Product and services in the shopping cart, by clicking on the buttons „Next“ the Customer will get first to a website where the Customer may enter the Customer data and then the Customer may choose the shipping and payment method. The Customer can review the Customer input on the overview page that will open up. To correct input errors (e. g. with respect to the payment method, data or quantity), click „Edit“ next to the respective field. To cancel the order process, the Customer can simply close the Customer’s browser window. By clicking the confirmation button „Order with obligation to pay“, the Customer’s declaration becomes binding in the meaning of section 4 (2) of these GTC.

6. Storage of the contract text

The Customer will receive the contractual provisions together with information on the Product ordered and/or services booked including these GTC and the information on the right of revocation by e-mail upon acceptance of the contract offer or together with the notification thereof. Minebea Intec does not store the contractual provisions for the Customer.

7. Payment Conditions

- (1) The purchase price is due immediately after placing the order, unless nothing else has been expressly agreed in writing by Minebea Intec and the Customer. The payment of the Product can be made via bank transfer. Minebea Intec’s bank details are IBAN: DE83 2607 0072 0038 3844 00; BIC (Swift-code): DEUTDEH260.
- (2) Minebea Intec does not accept deviating or conflicting Payment Conditions insofar as Minebea Intec has not expressly agreed to them in writing.

8. Retention of Title

- (1) The Product shall remain Minebea Intec’s property until full payment. If the Customer falls behind with the Customer’s payment more than 10 days after due date, Minebea Intec reserves the right to withdraw from the contract and to reclaim the Product.
- (2) The Customer is entitled to resell the Product under retention of title. In this case, the Customer already transfers all claims resulting from this resale to us in the amount of the invoice value, regardless if this resale takes place before or after a possible processing of the Product delivered under retention of title. Notwithstanding Minebea Intec’s authority to collect the claim itself, the Customer remains entitled to collect the claim even after the transfer. In this context, Minebea Intec undertakes

not to collect the claim as long and if the Customer is not in default in payments, no filing for insolvency proceedings or other proceedings against the Customer's assets exists and if no cessation of payments is given. If the abovementioned securities exceed the claims to be secured by more than 10%, Minebea Intec is obliged to release the securities on the Customer's request at Minebea Intec's discretion.

9. Delivery Conditions

- (1) Delivery shall be made ex works in accordance with the Incoterms 2010. Arising shipping costs are shown in the order confirmation and are charged separately. Delivery dates and delivery periods are only binding if they have been confirmed by Minebea Intec in writing.
- (2) If the Seller does not deliver the Product at all or not according to the contract, the Customer has to set a grace period of 2 weeks. Otherwise the Customer is not entitled to withdraw from the contract.

10. Transfer of Risk

The risk of accidental loss and accidental deterioration of the Product as well as the risk of delay shall pass to the forwarder, the carrier or any other person or institution designated to carry out the shipment upon delivery of the Product.

11. Warranty in case of purchasing Product

- (1) If the Products delivered are defective, the Customer is entitled, within the scope of statutory provisions, to demand supplementary performance in the form of delivery of a defect-free item. All returns of defective Products will be disposed by the Seller. Defective Products must be stored at Customer's side for 6 (six) months starting from placing the warranty claim to Minebea Intec. If the supplementary performance fails, the Customer has the right to reduce the purchase price or to withdraw from the contract.
- (2) For warranty claims, the Customer must use the Seller's form online. Minebea Intec reserves the right to inspect the defective Products.
- (3) In case of a fraudulent behaviour of the Customer, Minebea Intec will charge a compensation for the loss of two times the value of the actual list price of the defective Product. The Customer can prove a lower damage.
- (4) Precondition for any warranty claim is that the Customer fulfills all inspection and complaint obligations according to Sec. 377 HGB (German Commercial Code).
- (5) The limitation period of warranty claims for the Product delivered is twelve months from receipt of the Product, except in cases of claims for damages.

12. Limitation of Liability

- (1) Minebea Intec is liable for intent and gross negligence. Further, the Seller is liable for the negligent breach of obligations, the fulfillment of which is essential to enable the ordinary implementation of the contract, the breach of which jeopardizes the achievement of the purpose of the contract and on the compliance of which the Customer may rely on regularly. In the latter case, Minebea Intec is only liable for the foreseeable, typical contractual damage. The Seller is not liable for slight negligent breach of other obligations than those mentioned in the above sentences.
- (2) The abovementioned exclusions of liability do not apply in case of damage of life, body and health. The liability pursuant to the product liability law remains unaffected.
- (3) Based on the current state of art, data communication via internet cannot be guaranteed to be error-free and/or available at any time. Minebea Intec is not liable for constant and continuous availability of our online trading system.

13. Final Provisions

- (1) Amendments or supplements of these terms and conditions require the text form to be binding. This also applies to the annulment of this text form requirement.
- (2) The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (3) Place of performance is Seller's site. The courts of Göttingen shall have exclusive jurisdiction for dispute, in connection with this contract.
- (4) If individual provisions of these terms and conditions are ineffective, statutory laws, the terms and conditions as a whole remain unaffected. The contractual parties shall amicably decide to replace the ineffective provision by a legally effective provision, which comes closest to the commercial purpose of the ineffective one. The aforementioned provision shall accordingly apply in case of gaps.

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Minebea Intec Bovenden GmbH & Co. KG

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