

## 1. Scope

1.1 All of our business relationships with our customers shall be governed by these General Terms and Conditions of Delivery. They shall apply only if the customer is an entrepreneur (Section 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.

1.2 All deliveries and services effected by us shall be governed by these General Terms and Conditions of Delivery exclusively. We do not acknowledge any terms to the contrary or any deviating terms used by the customer, unless such have been expressly approved by us.

## 2. Offer and Order

2.1. Our offers are without obligation and are not binding, unless they have been expressly agreed to be binding.

2.2 Each order shall be governed by our written acknowledgment of order. An invoice sent together with the delivery may also be deemed to be an acknowledgment of order. If the customer has any objections as to the contents of the acknowledgment of order, he must oppose such acknowledgment of order without delay. Otherwise, the contract shall take effect in accordance with the acknowledgment of order.

2.3 We reserve the right to make technical changes that are insignificant, serve the purpose of improvement or do not exceed the tolerances customary in the trade. This does not apply if certain properties are expressly guaranteed.

## 3. Prices and Payment

3.1 The prices stated in the acknowledgment of order shall be authoritative. Unless otherwise agreed, our prices shall be ex works and shall be exclusive of packaging, freight, insurance, customs duties and value-added-tax.

3.2 Insofar as there are more than four months between the conclusion of the contract and the execution of the order and unforeseeable cost

increases occur, e.g. due to an increase in wage or material costs or the introduction or significant increase of taxes or customs duties, we shall be entitled to adjust the prices within the scope of the changed circumstances and without charging an additional profit.

3.3 Unless otherwise agreed, our invoices shall be payable immediately net, without any deduction.

3.4 Bills of exchange and checks shall only be accepted on account of payment if expressly agreed, but in no case in lieu of payment. Any resulting charges and costs shall be borne by the customer.

3.5 The customer may only offset counterclaims that are undisputed or recognized by non-appealable judgment. The customer may only enforce a right of retention if such right is based on the same contractual relationship.

## 4. Delivery

4.1 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon handover or, in the case of shipment, upon delivery of the goods to the carrier.

4.2 If we select the mode of shipment, the route or the shipping person, we shall only be liable for gross negligence in the selection in question.

4.3 We are entitled to make partial deliveries to a reasonable extent and to invoice these separately.

4.4 The customer may only withdraw from the contract because delivery deadlines have been exceeded if he has previously set us a reasonable grace period with a threat of refusal and the delivery has not been made within the grace period. This shall not apply if the setting of a deadline is dispensable according to § 323 para. 2 BGB.

4.5 If we are in default of delivery, we shall be liable in the event of gross negligence for the damage caused to the customer by the delay. In the case of negligence, our liability for damages caused by delay shall be limited to one compensation of 0.5 % for each completed week of delay, but not more than a total of maximum of 5 % of the price for that part of the deliveries which could not be used for the intended purpose due to

the delay. In addition, we shall only be liable for damages caused by delay in the event of simple negligence from the point in time at which a reasonable grace period set by the customer has expired.

## 5. Retention of Title

5.1 We retain title to all goods delivered by us until payment of all and any claims arising from previous contracts have been paid in full.

5.2 If the customer is in default of payment or if it becomes apparent that our claims for payment are at risk due to the customer's inability to honour his commitments, we shall be entitled to claim the surrender of the goods based on the retention of title.

5.3 In the event of attachments or other third-party interventions the customer undertakes to notify us immediately thereof. The customer shall bear all costs which need to be incurred in order to ensure that such intervention discontinues and to ensure the recovery of the delivery item, to the extent that such costs cannot be collected from such third party.

5.4 Subject to admissible revocation for good cause, the customer shall be entitled to dispose of the delivery item within the framework of the ordinary course of business. In particular, it shall not be permitted to pledge the goods or use them as security. The customer may only pass on goods that are subject to retention of title to the purchaser if the customer is not in default with respect to his obligations to us. In the event of resale, as early as with the present the customer shall assign to us all and any claims from such resale, in particular claims for payment, but also other claims relating to the sale, up to the sum total of our invoice (including VAT). Subject to our admissible revocation for good cause, the customer shall be entitled to collect the assigned claims on a fiduciary basis. Resale of the claims within the framework of actual factoring shall be subject to our prior consent. For good cause we shall have the right to notify third-party debtors of the assignment of claims also on behalf of the customer. Notification of the assignment to a third-party debtor shall end the customer's right to collect the debt. If the right to collect the debt is

revoked, we can require the customer to disclose to us the claims assigned as well as the debtors thereof, to provide us with all information required for collection, to hand over all relevant documents and to notify the debtors of the assignment. Good cause within the meaning of the present stipulations shall include but not be limited to the customer being in default of payment, the customer having suspended his payments, in the event of insolvency proceedings having been initiated against him or in the event of evidence indicating an over-indebtedness or imminent insolvency of the customer.

5.5 Processing and transformation of the delivery item by the customer shall always be undertaken on behalf of us. We shall be deemed to be the manufacturers within the meaning of Section 950 BGB, without any further obligation. If the delivery item is processed together with other items which do not belong to us, we shall acquire co-ownership of the new product in proportion to the value of the invoice amount and the purchase price of the other processed goods. In all other respects, the provisions applicable to the delivery item shall also apply to the new product created by such processing.

5.6 If the delivery item is combined, mixed or blended with movable products of the customer in such a way that the product of the customer is to be considered as the principal thing, as early as with the present the customer hereby assigns to us co-ownership of the whole product in proportion to the value of the delivery item and the value of the other combined, mixed or blended products. The customer shall store such property for us free of charge. If the delivery item is combined, mixed or blended with movable products belonging to a third party in such a way that the product of the third party is to be considered as the principal thing, as early as with the present the customer shall assign to us his claim for remuneration against such third party, i.e. the amount equivalent to the sum total of the invoice of the delivery item. The new product created by combining, mixing or blending and/or the (co-) ownership rights to the new product to which we are entitled and/or which are to be assigned to us as well as the payment claims assigned to us as per this paragraph shall serve as security for our claims in the same way as the delivery item itself.

5.7 If or to the extent that a retention of title or an assignment of claims is ineffective or unenforceable due to mandatory provisions of foreign law, the security corresponding to retention of title or assignment of claims applicable in this area shall be deemed as agreed. If, according to this, the assistance of the customer is required, he must take all steps necessary in order to establish and maintain the security.

## 6. Forms and Tools

6.1 We reserve all proprietary rights and copyrights to drawings, samples and similar information; they may only be made accessible to third parties with our prior consent. In any case, we claim the right of sole production for the corresponding articles for drafts, drawings and tools produced by us. Passing on and duplication of these documents, tools, utilization and communication of their contents are not permitted unless expressly granted. Infringements shall result in compensation for damages.

6.2 All rights are reserved in the event that a patent is granted and for utility model registrations. The buyer warrants that the manufacture and delivery of goods manufactured according to his specifications do not infringe the property rights of third parties.

6.3 Templates and other devices shall remain our sole property even if costs are charged to the buyer. Insofar as we produce models, forms, tools and other molding equipment on behalf of the customer, we shall invoice part of the costs separately. As these pro rata costs do not cover our expenses for design, construction, series introduction or know-how and maintenance, the models and forms shall remain our property. The same applies to changes, replacement models and tools and subsequent forms. Pro rata tool and form costs etc. are payable plus the statutory value added tax shall be payable upon invoicing.

6.4 The supplier's obligation to store the goods shall expire two years from the date of the last delivery of the products from which the customer's form and tools were manufactured. After expiry of this period, the supplier may continue to store,

return or destroy the customer's forms and tools, and the customer shall bear the costs thereof.

6.5 The preparation of measurement reports, product process and product approvals according to VDA etc., as well as requalification's and IMDS entries are not included in the offer for form and tool costs and must be requested and ordered separately if required.

## 7. Material Defects

7.1 The customer is obliged to inspect each delivery immediately upon acceptance or receipt and to notify us immediately in writing of any recognizable defects. Hidden defects must be reported in writing immediately after their discovery. Otherwise, the delivery shall be deemed approved.

7.2 Unless otherwise agreed in writing in individual cases, we do not assume any guarantee for the quality of the item or any guarantee of durability. A use assumed under the contract shall only be considered if this has been agreed in writing.

7.3 If there is a defect for which we are responsible, we are entitled to subsequent performance, by remedying the defect or delivering a defect-free item at our discretion. If we refuse subsequent performance, if it has failed or is unreasonable for the customer, the customer may assert further statutory rights.

7.4 Claims due to material defects are also limited

a) for products of vehicle and engine equipment for commercial vehicles to a driving performance of the vehicle concerned of 50.000 km,

b) in the case of products for construction machinery, stationary engines and forklifts as well as hydraulics and pneumatics, to an operating time of 300 hours.

## 8. Damages

8.1 We shall be liable for damages, irrespective of the legal grounds on which such claims are based, in the event of intent and gross negligence.

In the event of slight negligence, we shall be liable only

a) for damage resulting from injury to life, limb or health;

b) for damage resulting from the breach of an essential contractual obligation (fundamental obligation going to the root of the contract the fulfilment of which is essential for the proper execution of the contract in the first place and the observance of which the customer regularly relies on and may rely on); in this case, however, our liability shall be limited to the compensation of foreseeable damage that typically occurs.

8.2 The limitations of liability shall not apply if we have fraudulently concealed a defect or have furnished a guarantee for the quality of the goods and for liability under the Product Liability Act.

8.3 Any fault on the part of our legal representatives and vicarious agents shall be attributed to us.

8.4 The statutory provisions on the burden of proof shall remain unaffected by the above regulations.

## 9. Statute of Limitation

9.1 Unless otherwise specified below, the general limitation period for customer claims arising from material defects and defects of title shall be one year from delivery. This limitation period shall also apply to the customer's contractual and non-contractual claims for damages of the customer based on a defect of the goods.

9.2 The statutory limitation periods shall apply

- for claims for damages arising from injury to life, limb or health;
- for liability under the Product Liability Act;
- insofar as we have fraudulently concealed a defect;
- insofar as we have assumed a guarantee;
- insofar as it concerns a building or an item that has been used for a building in accordance with its normal use and has caused its defectiveness;

- for claims in supplier recourse in the case of final delivery to a consumer (§ 479 BGB).

## 10. Place of Jurisdiction, Place of Performance and Applicable Law

10.1 Place of performance for delivery and payment shall for both parties be the principal place of business of our company.

10.2 The place of jurisdiction for all legal disputes arising from the contractual relationship as well as its creation and effectiveness shall be the court responsible for the registered office of our company for both parties in the case of merchants. We may, at our discretion, also bring an action at the customer's registered office.

10.3 The contractual relationship is subject to German law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

## 11. Information on Data Protection in Accordance with the EU GDPR

Our company regularly checks your creditworthiness when concluding contracts and, in certain cases where there is a legitimate interest, also for existing customers. For this purpose, we work together with Creditreform Boniversum GmbH, Hammfelddamm 13, 41460 Neuss, from whom we receive the necessary data. For this purpose, we transmit your name and contact details to Creditreform Boniversum GmbH.

The information pursuant to Art. 14 of the EU General Data Protection Regulation on the data processing taking place at Creditreform Boniversum GmbH can be found here:

<https://www.boniversum.de/eu-dsgvo/informationen-nach-eudsgvo-fuer-verbraucher/>.