

## I. Scope of Application

1. Our General Terms and Conditions apply to all present and future business transactions between us and our customers. Our General Terms and Conditions apply exclusively; we do not accept any terms and conditions of the customer that conflict with or deviate from our General Terms and Conditions unless we have expressly agreed to their applicability in writing. Our General Terms and Conditions also apply if we carry out deliveries without reservation despite being aware of conflicting or deviating terms and conditions of the customer.

## II. Quotations and Offers

1. Our quotations are non-binding. We reserve the right to make technical changes, changes to our product range and changes in shape, colour and/or weight, provided such changes are reasonable.
2. A customer's order constitutes a binding offer, which we may accept within two weeks by sending an order confirmation or by delivering the goods.
3. Collateral agreements, assurances regarding product characteristics and amendments require our written confirmation. Public statements, promotional claims or advertising, however, do not constitute contractual specifications of quality. Documents accompanying a quotation, such as illustrations, drawings, and statements of weight and dimensions, are approximate only unless we have expressly designated them as binding.
4. The conclusion of the contract is subject to our receiving correct and timely supplies from our suppliers. This applies only where we are not responsible for the failure to receive supplies, particularly where we have entered into a corresponding supply contract with the supplier. If the goods or services are unavailable, we shall inform the customer without undue delay and refund any consideration received.
5. We retain title and copyright in cost estimates, drawings and other documents; these must not be made accessible to third parties and must be returned to us or destroyed upon request. The customer must obtain our express written consent before passing them on to third parties.
6. The customer warrants that execution drawings submitted by the customer do not infringe third-party intellectual property rights. If third parties nevertheless assert claims against us on account of infringements of such rights, the customer shall fully indemnify us against those claims.
7. If, only after conclusion of the contract, we become aware that the customer is in an unfavourable financial position, we are entitled to require, within a reasonable period, security for the consideration in a form customary in commercial dealings. If such security is not provided within the specified period, we are entitled to withdraw from the contract.

## III. Prices and Terms of Payment

1. All quoted prices are net prices. Value added tax (VAT) is not included in the purchase price. Prices are ex works, excluding packaging. For deliveries made more than six months after conclusion of the contract, we may increase prices if the increase is based on changes in factors affecting price that have arisen after conclusion of the contract. We shall notify the customer of the price increase within a reasonable period.
2. To assess whether deliveries within the European Community may be made exempt from VAT, we require the purchaser to provide:
  - a) the VAT identification number,
  - b) the customer's name and address,
  - c) the destination, and
  - d) all documents required as proof of a tax-exempt intra-Community supply (supporting documents, acknowledgements of receipt, etc.).If we become liable for additional VAT as a result of incorrect or incomplete information provided by the customer, the customer must reimburse us for that amount; any further claims for damages remain reserved.
3. The customer must pay the purchase price within 30 days of receipt of the goods; invoice amounts for contract processing work are due immediately. If this period expires without payment, the customer shall be in default without any reminder being required. During the period of default, the monetary debt shall bear interest in accordance with statutory provisions; we reserve the right to claim higher damages caused by the delay.
4. Payment orders, cheques and bills of exchange are accepted only on account of performance, not in final settlement. Collection charges and other costs shall be borne by the customer.
5. The customer may exercise rights of set-off only if the customer's claims have been established by a final court judgment, are undisputed, have been acknowledged by us or are ready for decision in pending litigation. The customer may exercise a right of retention only if the counterclaim arises from the same contractual relationship.
6. If the customer defaults on payment obligations, all our receivables arising from the business relationship become due immediately. Further deliveries during the period of default shall be made only against advance payment.
7. We are entitled to assign our claims against the customer to a third party.
8. The customer shall bear all fees, costs and expenses incurred in connection with any legal enforcement proceedings successfully pursued against the customer outside Germany.

## IV. Delivery Period

1. The delivery period begins upon receipt of the order confirmation, but not before the customer has fulfilled its contractual obligations, in particular the provision of documents, permits, samples or approvals to be supplied by the customer.
2. Where we have specified delivery periods and these have formed the basis for placing the order, such periods shall be extended for the duration of any delay caused by strikes or events of force majeure. The same applies if the customer fails to fulfil any duties to cooperate.
3. Unless otherwise stated in the order confirmation, delivery is agreed to be ex works.
4. The delivery period shall be deemed to have been complied with if, before its expiry, the goods to be delivered have left our works or the customer has been notified that the goods are ready for dispatch.
5. If, after conclusion of the contract, regulations or statutory provisions come into force that differ from those applicable at the time the contract was

concluded, the delivery period shall be extended accordingly. Any additional costs resulting from this shall be borne by the customer.

6. In cases of force majeure and other unforeseeable, exceptional circumstances beyond our control, such as operational disruptions caused by fire, water or similar circumstances; failures of production facilities and machinery; suppliers exceeding delivery deadlines or failing to deliver; and interruptions of operations caused by shortages of raw materials, energy or labour, strikes, lockouts, difficulties in obtaining transport, traffic disruptions or official intervention, we are entitled, to the extent that such circumstances prevent us, through no fault of our own, from fulfilling our performance obligations on time, to postpone delivery or performance for the duration of the impediment plus a reasonable start-up period. This also applies where an event of force majeure affects one of our upstream suppliers or subcontractors.

## V. Transfer of Risk

1. Risk passes to the customer upon handover of the goods or, in the case of a sale involving shipment, upon delivery of the goods to the carrier. The customer's delay in accepting delivery is equivalent to handover.
2. Where formal acceptance has been agreed, it must take place on the agreed delivery date. The costs shall be borne by the customer. If acceptance does not take place, does not take place on time or is waived by the customer, the goods shall be dispatched. In this case, the goods shall be deemed to have been supplied free of defects, unless the defect would not have been detectable even upon acceptance.
3. Transport damage must be noted on the delivery note. Delivered items must be accepted by the purchaser even if they have minor defects, without prejudice to the purchaser's rights under Section VI.
4. Partial deliveries are permitted provided that the partial delivery is not without value to the customer. Permitted partial deliveries shall be treated as separate, completed transactions.

## VI. Liability for Defects

1. The customer's claims in respect of defects are conditional upon the customer having duly complied with the obligations to inspect the goods and give notice of defects under Section 377 of the German Commercial Code (HGB).
2. If the goods are defective, we reserve the right to choose the form of subsequent performance (remedy).
3. The warranty period is one year from the transfer of risk. The limitation period in cases of recourse against a supplier under Sections 478 and 479 of the German Civil Code (BGB) remains unaffected. This does not apply to claims for damages, which are governed by Section VII below.
4. We do not provide the customer with any guarantees in the legal sense.
5. Where goods are manufactured in accordance with the purchaser's drawings, the supplier shall not be liable for damage resulting from design defects.

## VII. Liability for Damage

1. Our liability for breaches of contractual obligations and for tortious acts is limited to intent and gross negligence. This does not apply to injury to the customer's life, body or health; claims arising from a breach of material contractual obligations (i.e. obligations arising from the nature of the contract, the breach of which jeopardises achievement of the contractual purpose); or compensation for damage caused by delay (Section 286 BGB). In these cases, we are liable for every degree of fault.
2. The foregoing exclusion of liability applies correspondingly to breaches of obligations by persons we engage to perform our obligations.
3. Where liability for damage is not excluded, such claims become time-barred after one year, beginning when the claim arises or, in the case of claims for damages due to a defect, upon handover of the item. This period does not apply where we are liable for intent or gross negligence or for injury to life, body or health.
4. To the extent that our liability for damages is excluded or limited, this also applies to the personal liability for damages of our salaried employees, workers, staff members, representatives and persons we engage to perform our obligations.

## VIII. Retention of Title

1. We retain ownership of the goods until all claims against the customer have been satisfied, even if the particular goods have already been paid for.
2. The customer must notify us immediately of enforcement measures taken by third parties against goods subject to retention of title and provide us with the documents necessary for intervention; this also applies to interference of any other kind. Regardless of this, the customer must inform the third party of our rights in the goods. The customer shall bear the costs of our intervention insofar as the third party is unable to reimburse them.
3. In the event of resale or rental of goods subject to retention of title, the customer hereby assigns to us, by way of security until all our claims have been satisfied, the claims against its customer arising from such transactions. If the goods subject to retention of title are processed, transformed or combined with another item, we shall directly acquire ownership of the item produced. That item shall be deemed to be goods subject to retention of title.
4. If the value of the security for our claims against the purchaser exceeds those claims by more than 20%, we shall, at the purchaser's request and at our discretion, release securities to which we are entitled to the corresponding extent.

## IX. Limitation Period for Our Claims

1. Notwithstanding Section 195 BGB, our claims for payment shall become time-barred after five years. Section 199 BGB applies to the commencement of the limitation period.

## X. Place of Performance, Choice of Law and Jurisdiction

1. Unless the contract provides otherwise, our registered place of business shall be the place of performance and payment.
2. This contract is governed by the laws of the Federal Republic of Germany; the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. The courts having jurisdiction over our registered place of business shall have exclusive jurisdiction.

**Reservation in the Event of Disruptions or Force Majeure**

We are affected by disruptions whose causes, effects and duration lie outside our responsibility and sphere of influence, such as those arising during the current coronavirus crisis, just like any other company. Such exceptional situations call for solidarity and fair conduct among business partners. If disruptions should occur in our operations, we shall inform you without undue delay, explaining the circumstances, and enter into negotiations with you, while observing the mutual contractual and statutory duties of loyalty and consideration, concerning all measures to eliminate the disruptions or minimise their consequences to the extent reasonably acceptable to both parties. This applies equally where neither you nor we can invoke force majeure in relation to such disruptions. The foregoing naturally applies to you to the same extent if such disruptions impair the performance of your contractual obligations. The mutual obligations to negotiate form part of the contract and constitute contractual obligations within the meaning of Section 280(1) BGB. For the duration of the disruptions and the negotiations concerning mutually agreed remedial measures, provisions concerning default or damages shall not apply.