

# Conditions of sale and delivery

## 1. general

The following provisions shall apply to all negotiations and sales agreements with us - with the cancellation of all deviating conditions listed in enquiries, orders or communications from our customers - insofar as no changes are made in individual cases, the validity of which requires our express written approval. This shall also apply if no express reference is made to these terms and conditions in subsequent transactions. Verbal ancillary agreements shall not be valid; transactions and other agreements which are concluded by telephone or telegraph or are mediated by representatives shall only be binding for us if we have confirmed them in writing.

The information, drawings, sketches and performance descriptions contained in brochures, price lists or documents belonging to the offer are approximate values customary in the industry, unless they are expressly described as binding in the order confirmation.

## 2. prices and commitment

Our prices are based on the cost structure at the time of price submission. If price adjustments are necessary, a new price negotiation with the customer is necessary. In the absence of such an agreement, the customer shall in this case have the right to withdraw from his order.

Unless otherwise expressly agreed, prices are ex works and do not include packaging, freight, postage, insurance, etc. The same provisions shall apply to agreed partial deliveries, advance deliveries, and express deliveries. In the case of delivery contracts with foreign contractual partners, the right to deviate from the above provisions is reserved in addition to the cost accounting for freight and packaging.

In the case of custom-made products based on drawings as well as products with complicated production technology, we reserve the right to overdeliver or underdeliver the quantities ordered, subject to the corresponding calculation, as follows:

- plus/minus 1 piece up to an order quantity of 10 pieces per article.
- plus/minus 2 pieces up to an order quantity of 20 pieces per article.
- plus/minus 10% with an order quantity of more than 20 pieces per article.

For custom-made products, we reserve the right to charge one-off programming and tooling costs. A relevant commitment has to be made in the corresponding customer offer or in the order confirmation to the customer.

## 3. delivery time

The delivery time shall be deemed to be approximately agreed. However, it does not begin with the dispatch of the order confirmation before any documents and drawings to be provided by the customer and not before receipt of any agreed down payment. The delivery period shall be deemed to have been complied with if the delivery item has left our works by the end of the delivery period or if notification has been given that the goods are ready for dispatch. The delivery period shall be extended appropriately - even within a delay in delivery - in the event of unforeseen hindrances which we could not avert despite reasonable care in the circumstances of the case; regardless of whether these occurred in our factory or at a sub-supplier. This includes official interventions, operational disturbances, delays in the delivery of essential raw and auxiliary materials, the effects of industrial action, etc. If delivery or performance becomes impossible due to the above circumstances, we shall be released from our delivery obligation without the customer being able to withdraw from the contract or claim damages. Partial deliveries are permitted at the customer's expense. Compliance with the delivery period presupposes the fulfilment of the customer's contractual obligations. Furthermore, a prerequisite for the delivery obligation is the unconditional creditworthiness of the customer.

If facts arise after conclusion of the contract which make the creditworthiness of the customer appear doubtful to us, we shall be entitled to demand secured payments from the customer, to withdraw from the contract or to claim damages for non-performance.

## 4. dispatch

In the absence of separate agreements, we shall determine the transport route and the means of transport without responsibility for the cheapest or fastest route. Transport shall in all cases be at the recipient's risk, even if the price has been set as a free destination on the basis of special agreements or if we are otherwise involved in the freight or shipment. We recommend that our customers insure themselves against transport damage. If the goods are ready for dispatch and if dispatch or acceptance is delayed for reasons for which we are not responsible, the risk shall pass to the customer upon receipt of notification that the goods are ready for dispatch.

## 5. liability for defects

If the delivery item is defective or lacks warranted characteristics, if there are deviations in quantity or if the delivery item becomes defective due to manufacturing or material defects, we undertake, at our discretion and to the exclusion of further warranty claims on the part of the customer, to supply a replacement or remedy the defect. The discovery of such defects must - in the case of recognizable defects immediately or at the latest 8 days after receipt of the goods; in the case of defects not recognizable immediately after recognizability - be made in writing to the supplier. We shall be liable for replacement deliveries or repairs to the same extent as for the original delivery item; for replacement deliveries the warranty period shall commence upon delivery of the goods. If we have allowed a period of grace granted to us to expire without having provided a replacement or otherwise remedied the defect, the customer shall have the right to withdraw from the contract. The warranty period is 12 months. It begins with the delivery of the goods to the customer. The warranty obligation ends after 12 months, related to the delivery date. We assume no liability for the following damages:

- improper and unsuitable use; change of the agreed operating conditions and/or the purpose of use;
- faulty assembly or commissioning by the customer or by third parties;
- normal wear and tear;
- faulty or negligent handling; unsuitable operating materials;
- inadmissible, chemical, electrochemical or electrical influences

insofar as they are not attributable to our fault. In the event of modifications or repair work carried out improperly or without our prior consent by the customer or third parties, our liability for the resulting consequences shall lapse. Claims for damages arising from delay, impossibility of performance, culpable breach of contractual accessory obligations, culpa in contrahendo and tort are excluded, unless they are based on intent or gross negligence on the part of the supplier or its agents. This provision shall not affect claims for personal injury or damage to privately used items in accordance with the Product Liability Act.

Special requirements for contracts for the processing of materials provided by the customer:  
- The materials provided by the Employer for processing must be suitable for processing and free from defects. In particular, by handing over the materials to the Contractor, the Employer assures that the material supplied by him and to be processed will withstand the stresses occurring during processing. In this respect, the Contractor is under no obligation to check the suitability of the material. Therefore, by accepting the material, the contractor

does not implicitly declare that he considers the material to be suitable. Nor does the contractor accept liability for the behaviour of the material provided during its processing.

- If the material proves to be unsuitable during processing, the Contractor's claim to remuneration for the work already carried out remains unaffected. However, the Contractor shall lose his claim to remuneration as soon as he has caused the unsuitability of the material provided by gross negligence or wilful misconduct.

## 6. payment

Payment shall be made in accordance with the terms of payment agreed in each case. The day of delivery shall be deemed to be the day on which the goods are delivered according to the consignment note or made available for dispatch or on which the goods are completed if the dispatch instructions have not been delivered to us on time. The withholding of payments or offsetting against any counterclaims of the customer disputed by us shall not be permissible. Cheques and bills of exchange are not permitted as means of payment.

If the customer's payment deadline is exceeded, the defaulting buyer will receive a reminder letter, which, in the event of non-compliance, will additionally be charged with the overdue payment amount and default interest of 2% above the respective discount rate of the European Central Bank. We reserve the right to further judicial and extrajudicial measures for the receipt of open claims.

Delivery to new customers will only take place against prepayment.

## 7. retention of title

All deliveries shall be made under express reservation of title until all claims arising from the business relationship with the customer have been satisfied. The customer's claims and rights arising from the resale of our goods in connection with the loss of ownership or from any lease permitted to the customer or from any contract for work and services in connection with the loss of our ownership due to installation or processing are hereby assigned to us, irrespective of whether the reserved goods are resold before or after installation or processing and whether they are resold to one or more customers. These claims shall be assigned to us with priority in the amount of the purchase price of our goods and the assignment shall be accepted by us. The customer is authorized to resell the reserved goods provided that the claim from the resale is transferred to us in accordance with the above agreement. The customer is not entitled to dispose of the reserved goods in any other way. The customer is obliged to secure the rights of the supplier in the event of resale of the reserved goods on credit. The customer is authorized to include the claim from the resale despite the assignment. We may revoke this authorization if the customer does not properly meet his payment obligations. At our request, the customer must inform us of the debtors of the assigned claims and inform the debtors of the assignment. The retention of title in accordance with the above provisions shall also remain in effect if individual claims of ours are included in a current account and the balance is struck and acknowledged. The customer shall inform us immediately of any enforcement measures taken by third parties against the reserved goods, our co-ownership or the claims assigned to us or other securities, handing over the documents necessary for an intervention: this shall also apply to impairments of any other kind.

## 8. models, tools and mould equipment

Insofar as the customer provides models, samples, tools, and other mould equipment, these shall be sent to us free of charge. They will be stored by us with the necessary care; we shall not assume any liability in the event of loss. Claims for consequential damages cannot be asserted. If models, tools, or mould equipment have not been used within one year due to a lack of orders, a reasonable storage fee will be charged. The customer shall be liable for the correct design and the execution of the models, samples, tools, and mould equipment for the intended purpose; however, we shall be entitled to make changes.

If models, samples, tools, or other mould equipment are manufactured or procured by us on behalf of the customer, we shall invoice the costs separately; the tools shall remain in our possession; we shall not be obliged to surrender them to the customer. This also applies to replacement models and tools.

The models, samples, tools, and mould equipment shall be used exclusively for deliveries to the customer as long as the latter fulfils his obligations towards us.

If deliveries are made based on drawings or other information provided by the customer and if industrial property rights of third parties are infringed as a result, the customer shall indemnify us against all claims. The customer shall be liable for the correctness of the documents supplied by him, such as in particular drawings, gauges, and samples. Our drawings and documents handed over to the customer as well as our suggestions for the advantageous design and manufacture of the products may not be passed on to third parties and may be reclaimed by us at any time. We reserve the copyright to the illustrations, drawings, and other documents.

## 9. disposal

Packaging and products that are no longer required or worn out must be disposed of by the customer in accordance with the country-specific regulations and guidelines.

## 10. Place of performance and jurisdiction

Spreenhagen shall be the place of performance for all parties involved for all rights and obligations arising from the transactions. The place of jurisdiction for disputes with buyers who are registered traders, a legal entity under public law, a public special fund or do not have a general place of jurisdiction within the scope of German law is Frankfurt/Oder. This also applies to claims arising from bills of exchange and cheques. However, we also reserve the right to sue at the customer's head office. All legal relationships arising from the transactions shall be exclusively governed by the laws of the Federal Republic of Germany, with the exception of the Uniform Law on the International Sale of Goods within the meaning of the Hague Convention on the International Sale of Goods of 1 January 1977 as amended by the Law of 17 July 1973.

## 11.

Should one of the above provisions be invalid for any reason whatsoever, the validity of the remaining provisions shall not be affected thereby.