

## General Terms and Conditions

### 1. Inclusions

- 1) Our offers, acceptances and contracts are based upon our General Terms and Conditions. Deviating conditions set by any customer are not included, even if we do not expressly object to such conditions.
- 2) Deviations from these General Terms and Conditions shall only be effective, if confirmed by us in writing.
- 3) Our offers are not binding and do not represent any obligation for us to accept the respective order. A contract will only be effected through our written confirmation or submission of an invoice.

### 2. Applicability of German Law

Our contractual relationships are exclusively ruled by German law. Application of the Uniform Law on the International Sale of Goods of July 17, 1973, and the Uniform Law on the Formation of Contracts for the International Sale of Goods of July 17, 1973 is excluded.

### 3. Prices and Incidentals

- 1) Our prices are understood in Euro, ex works Osterode am Harz - locality Lerbach - packaging excluded, plus value-added tax in the amount prescribed by applicable law on the day of delivery. Our prices are without commitment, unless a fixed price was expressly agreed.
- 2) Packaging will be invoiced for separately and will not be taken back by us.
- 3) Shipment is always for consignee's account and risk.
- 4) If, in exceptional cases, free delivery was agreed, delivery will be performed carriage paid to cargo railway station, or by forwarding agency. Haulage costs at the place of receipt will be for consignee's account.
- 5) Insurance against damage to or loss of goods during transfer or against breakage shall be procured only upon express demand by customer, at his expense and for his account.
- 6) If we take over a design task on the basis of drafts handed in by customer, and if this proves to be infeasible, or if we fail to achieve a technical development, we were commissioned to do, without us having to guarantee for its success, then our expenditure in terms of labour and material is to be remunerated at conventional prices and irrespective of the agreed price. Any claims for damages shall remain unaffected. Should the development be only achieved with expenditures in terms of labour and material in an unforeseen amount, then the price agreed for the product concerned shall increase accordingly.

### 4. Delivery and Lead Times

- 1) The lead times and delivery dates quoted by us are not binding, except as otherwise expressly agreed in writing.
- 2) Any agreed lead time shall start from the day of order confirmation or the day, when offer and take-in have been effected concurrently. Should any uncertainties with respect to details of the order continue, which render it difficult for us to start performing, lead time shall start upon elimination of such uncertainties.
- 3) The obligation to fulfil agreed deliveries and lead times shall only be valid under the condition of an undisturbed manufacturing process. We are not to be held responsible for delays in delivery and performance due to acts of god, strikes, lock-outs or events, which obstruct delivery considerably or make delivery impossible for us, even if such events occur at suppliers and subcontractors of us; this also applies in case of terms and deadlines agreed as binding. Such events entitle us to delay delivery and/or performance by a period equivalent to the duration of the obstruction plus a reasonable running-in period, or to partly or wholly withdraw from the contract on account of that part of the contract, which has not been fulfilled yet. Penalties for default, claims for damages or claims worded in any other way are rejected.

### 5. Warranty, Liability

- 1) The warranty limitation period starts on the date of delivery. Customer has to direct and substantiate complaints and notices of defects to us in writing immediately, but not later than 8 days after receipt of the supplied good. Failing this, the goods are considered as accepted, so that we are entitled to reject the complaint as being unfounded. Defects, which, even upon careful inspection, are impossible to detect within this period, have to be notified to us in writing immediately upon their discovery.
- 2) A complaint can only extend to rectification of defects, decrease in value or replacement of the defective products, but not to other costs and compensation for damages. Entitlement to a price reduction (lowering of remuneration) shall apply only, if we decide that rectification of the defect or delivery of replacements cannot be performed, or if rectification or replacement measures have failed. Any additional claims for missed profit and consequential damages caused by the defects are excluded.
- 3) A warranty obligation for products and services, which were rendered unusable due to carelessness, wrong treatment, repairs, interference or other modifications performed by customer or any third parties, or which were reworked by any third party, does not exist.
- 4) Modifications and repairs of tools, moulds, jigs and fixtures, as well as contract work shall be performed exclusively at customer's risk and under his responsibility. In such cases we are liable only for the work performed by us, but not for the work piece handed over to us for working; and any and all further claims, above all claims for damages, claims for missed profit and consequential damages caused by defects are excluded. We are under no obligation to accept any goods returned to us without our approval. We are entitled to return or store such goods at sender's expense and risk.
- 5) Claims for damages, irrespective of type or legal ground - above all claims arising from contract negotiations, default, non-performance, product liability, or consultation - which may be raised against us, our employees or staff of a subcontractor commissioned by us, are excluded, except in proven cases of intent or gross negligence.

- 6) The liability regulation under 6) also applies to consultations given by us orally, in writing, by way of tests or in any other manner. Such consultation is considered only as advice without any binding power. This does not discharge customer from verifying suitability for the intended use and purpose himself. Responsibility for utilisation and processing of the purchased goods lies with customer alone.

### 6. Reservation of Title

- 1) Our contracts and deliveries are performed under the reservation, that title will only pass over to customer, when he has fulfilled all of his obligations under this and any previous contracts. In case of current accounts, title reservation also serves to secure the balance claim, which accumulates until the end of that year, during which the respective deliveries were made.
- 2) Customer may sell the reserved goods in the ordinary course of business under reservation of title. Customer shall in any event assign all claims, including any and all ancillary rights and securities from such resale, to us. If, prior to resale, the reserved goods are processed, combined or mixed with goods of any other persons, creating co-ownership for us, then buyer shall in advance assign to us that part of his claim arising from such resale, which corresponds to our share in the co-ownership. If our property is sold together with other goods at a total price, which is not itemised, then a partial detachment in the amount of the invoiced value of the goods reserved in the initial transaction is agreed.
- 3) Customer is, subject to revocation, authorised to collect the assigned claim for us, provided that he fulfils his financial obligation and provided that he is not overindebted or unable to pay. He has to immediately transfer to us the collected amounts corresponding to our due claims.
- 4) Customer has to ensure that our property or assigned claims are not impaired in any way. Upon our demand, customer is obliged to disclose the fact of assignment to his purchaser; we are entitled to do so any time as well. Customer has the duty to supply us with information about the whereabouts of the goods and about the assigned claims, to permit inspection of accounts and to hand over appertaining documents.
- 5) Customer has to notify us about any other assignments of claims. Should our property be attached, he has to point out the fact of our title to the property concerned, inform us immediately about any such attachment and to send us a photocopy of the minutes of attachment, including an affidavit, that we hold title to the attached goods.

### 7. Payments and Securities

- 1) Terms of payment for moulds, tools, jigs and fixtures:  
1/3 of the total contract value upon contract award  
1/3 of the total contract value upon completion  
1/3 of the total contract value 30 days after the date of invoice, net  
all payments to be made cash.
- 2) Terms of payment for other supplies and services:  
within 30 days after the date of invoice net cash;  
contract work immediately net cash.
- 3) Decisive for any payment to be considered punctual is receipt of the amount concerned. In case of delayed payment, interest in accordance with bank practises shall be applied. If customer is in arrears with his payments by more than one week, the entire remaining amount shall fall due for immediate payment. The same applies to resales.
- 4) Payments by cheques or agreed bills and customer's bills, acceptance of which we shall have to reserve from case to case, shall only be considered as fulfilment when paid, all costs, charges and discounting charges deducted. We do not accept any warranty for timely payment or protesting of bills.
- 5) Customer will only be able to explain any set-off with an undisputed claim or a claim recognised by declaratory judgement. Any titles, which customer may hold against us, may only be assigned with our express written approval.
- 6) Customer has to advise us of any circumstances, which may influence his credit standing, as e.g. changes in ownership, legal form of his company, changes of address, or assignment of claims to any third parties. Should any deterioration in the credit standing of customer become discernible, then we are entitled:
  1. to demand provision of security, above all, to enforce our reservation of title; however, this shall not signify withdrawal from the contract.
  2. to demand payment of all outstanding amounts and prepayment of all amounts which have not fallen due yet, before we perform.
  3. to set a time limit for payment and claim damages for non-performance.
  4. to withdraw from the contract.

### 8. Final Clauses

- 1) Place of jurisdiction and performance for both parties shall be Osterode am Harz.
- 2) Invalidity of individual items of this contract shall not affect any part of the remaining contract.
- 3) Our previous General Terms and Conditions are herewith replaced by the above Terms and Conditions.

Osterode am Harz, January 202