

1. Applicability

- 1.1 These terms and conditions of sale apply to businesses as defined in Section 14 of the German Civil Code (hereinafter referred to as BGB) – that is, a natural or legal person or a partnership with legal capacity that, when concluding the legal transaction, is acting in the course of its commercial or independent professional activity – or is a legal entity under public law or a special fund under public law. Our deliveries and services are provided exclusively based on the following terms and conditions. The inclusion of the customer's general terms and conditions is expressly rejected.

2. General Terms

- 2.1 All agreements must be made written. An agreement is also considered to be written if it is **concluded** via e-mail correspondence without a signature. This also applies to supplementary agreements, warranties of quality, and subsequent contract amendments.
- 2.2 Orders become binding only upon our order confirmation.
- 2.3 Specifications and illustrations contained in our brochures and website are industry-standard approximate values, unless we have expressly designated them as binding

3. Long-term-contract and contract on demand, Price Adjustments

- 3.1 Indefinite contracts can be terminated with a notice period of 3 months.
- 3.2 In case of a significant change in labour-, material- or energy costs referring we are entitled to adjust our prices appropriately for long-term-contracts (contracts with a duration of more than 6 months and indefinite contracts) by considering these parameters.
- 3.3 If a binding order quantity has not been agreed upon, our price calculation will base on the non-binding order quantity (target quantity) expected to be ordered by the customer for a specific period. If the customer will purchase less than the target quantity, we are entitled to increase the unit price accordingly.
- 3.4 For delivery contracts on demand, unless otherwise agreed in written, binding quantities have to be communicated to us in written at least 2 months before the delivery date by means of a call-out. Extra costs, caused by our customer as late call-out or subsequent amendments of the call-out regarding time or quantity will be at customer's expense, except the customer is not responsible for the delay or subsequent amendment; in this case our calculation shall be decisive.

4. Confidentiality

- 4.1 Each co-contractor will use all documentation (including samples, models and data) as well as knowledge, obtained from the business relationship only for the jointly pursued purposes and will keep them confidential from third parties with the same care as its own corresponding documents and knowledge if the other contracting party designates them as confidential or has an obvious interest in keeping them confidential. This obligation begins upon initial receipt of the documents or knowledge and ends 36 months after the termination of the business relationship.
- 4.2 The obligation does not apply documents or knowledge, which are generally known or have been known already upon receipt of the co-contractor without the partner being bound to confidentiality or that are subsequently transmitted by a third party authorized to disclose them, or that are developed by the receiving contracting party without using confidential documents or knowledge of the other contracting party.

5. Drawings and Descriptions

If a contracting party provides drawings or technical documents relating to the goods to be supplied or their production, these remain the property of the providing contracting party.

6. Samples and Manufacturing Equipment

- 6.1 Unless otherwise agreed in written, the production costs for samples and manufacturing equipment (tools, moulds, templates, etc.) will be invoiced separately. This also applies to manufacturing equipment, which needs to be replaced due to wear and tear.
- 6.2 If the customer suspends or terminates the cooperation during the production period of the samples or manufacturing equipment, all costs incurred up to that point will be borne by himself.
- 6.3 Even if the customer has paid for them, the manufacturing equipment remains in our possession at least until the contract has been fulfilled. The customer is then entitled to request the return of the manufacturing equipment if a mutual written agreement has been reached and the customer has fully complied with his contractual obligations.
- 6.4 The storage of the manufacturing equipment is free of charge for three years after the last shipment to the client. We then request our customer in written to comment on further use within 6 weeks. Our duty to store the manufacturing equipment ends, if no response is received or no new order is placed within these 6 weeks.

7. Prices

Our prices are quoted in Euro, net ex works (EXW acc. to Incoterms®2020) plus VAT, packing, freight, postal charges and insurance as well as for export deliveries plus customs and other country specific taxes, fees and charges.

8. Terms of Payment

- 8.1 All invoices are due for payment within 30 days after date of the invoice.
- 8.2 Deposit and rental rates are not eligible for discount. A discount is also to be applied accordingly to corresponding credit notes.
- 8.3 If we have indisputably delivered partially defective goods, our client is nevertheless obligated to pay for the non-defective part. The client is only entitled to withhold payments or offset them against counterclaims to the extent that their counterclaims are undisputed or have been legally established.
- 8.4 If the due date for payment is exceeded, we are entitled to charge default interest at the rate that the bank charges us for overdraft facilities, but at least 9 percentage points above the respective base interest rate of the European Central Bank.
- 8.5 In case of delayed payment, we may, after written notification to the customer, suspend the fulfilment of our obligations until payment is received.
- 8.6 Bills of exchange and checks are accepted only by prior written agreement, only as conditional payment, and only if they are discountable. Discount charges are calculated from the due date of the invoice amount. No guarantee is given for the timely presentation of bills of exchange and checks, nor for the collection of protested bills of exchange.
- 8.7 If, after conclusion of the contract, it becomes apparent that our claim for payment is vulnerable by the customer's lack of solvency, we may refuse performance and demand a corresponding deposit or advance payment from the customer within a reasonable payment period. The delivery period begins upon receipt of the deposit or advance payment. If payment is not received within this period, we are entitled to withdraw from the contract and claim damages.

9. Delivery

- 9.1 Unless otherwise agreed, we supply „ex works“ (EXW acc. to Incoterms®2020). Our written notification for readiness of supply or collection is decisive for compliance with the delivery-date or -period.
- 9.2 The delivery period starts with dispatching our order confirmation and will be extended appropriately if circumstances as mentioned in pt. 15 apply.
- 9.3 Partial shipments are permitted to a reasonable extent. They will be invoiced separately.
- 9.4 Production-related over- or under-deliveries are permitted within a tolerance of 10 percent of the total order quantity. The total price will change according to this.

10. Shipping and Transfer of Risk

- 10.1 Goods reported as ready for shipment must be accepted by the customer immediately. Otherwise, we are entitled, at our discretion, to ship them or store them at the customer's expense and risk.
- 10.2 In the absence of a specific written agreement, we will choose the means and route of transport.
- 10.3 The risk passes to the customer upon handover to the railway, the forwarding agent or the carrier, or upon commencement of storage, but at the latest upon leaving the factory or warehouse, even if we have undertaken the delivery in accordance with points 10.1 and 10.2.

11. Delay

- 11.1 If delivery is delayed due to a circumstance listed in clause 15 or due to an act or omission of the customer, an extension of the delivery period appropriate to the circumstances will be granted.
- 11.2 The client is only entitled to withdraw from the contract if we are responsible for the failure to meet the delivery date and the client has unsuccessfully granted us a reasonable grace period. Withdrawal for other reasons is not applicable/permissible.

12. Retention of Title

- 12.1 We retain title to the delivered goods until all claims arising from the business relationship with the customer have been settled.
- 12.2 The customer is entitled to resell these goods in the ordinary course of business, provided they fulfil their obligations arising from the business relationship with us in a timely manner. However, they may neither pledge nor assign the goods subject to retention of title as security. They are obligated to safeguard our rights in the event of a credit sale of the goods subject to retention of title.
- 12.3 In the event of a breach of contract by the client, particularly in the case of late payment, we are entitled, after the unsuccessful expiry of a reasonable period granted to the client for performance, to withdraw from the contract and reclaim the goods; the statutory provisions regarding the dispensability of setting a deadline remain unaffected. The client is obligated to return the goods.

- 12.4 The client hereby assigns to us, as security, all claims and rights arising from the sale or any permitted rental of goods to which we retain title. We hereby accept this assignment.
- 12.5 Any processing or transformation of the goods subject to retention of title is always carried out by the customer on our behalf. If the goods subject to retention of title are processed or inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title relative to the other processed or mixed items at the time of processing or mixing.
If our goods are combined or inseparably mixed with other movable items to form a single item, and the other item is to be regarded as the principal item, the customer transfers proportionate co-ownership to us to the extent that the principal item belongs to them. The customer holds the ownership or co-ownership in trust for us. The same applies to the item created through processing, combining, or mixing as to the goods subject to retention of title.
- 12.6 The customer must inform us immediately of any enforcement measures taken by third parties against the goods subject to retention of title, the receivables assigned to us, or other collateral, and must provide us with all documents necessary for intervention. This also applies to any other type of impairment.
- 12.7 If the value of the existing collateral exceeds the total secured claims by more than 20 percent, we are obliged, at the client's request, to release collateral of our choice to that extent.
- 13. Material Defects**
- 13.1 The quality of the goods is determined exclusively by the agreed technical delivery specifications. If we are to deliver according to drawings, specifications, samples, etc. provided by our customer, the customer assumes the risk of suitability for the intended purpose. The decisive factor for the goods' conformity with the contract is the point in time at which the risk passes to the customer in accordance with clause 10.3.
- 13.2 In our deliveries, we comply with the applicable legal regulations and ordinances of the European Union and the Federal Republic of Germany, e.g., the REACH Regulation (Regulation EC No. 1907/2006) as national implementations of Directives 2002/95/EC (RoHS I) and 2011/65/EU (RoHS II) and the End-of-Life Vehicles Ordinance (AltfahrzeugV) as national implementation of EU Directive 2000/53/EG.
- 13.3 We are not liable for defects caused by unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, normal wear and tear, or faulty or negligent handling by the customer or third parties. Nor are we liable for the consequences of improper modifications or repairs carried out by the customer or third parties without our consent. The same applies to defects that only insignificantly reduce the value or suitability of the goods.
- 13.4 The statutory limitation periods apply to claims for defects in goods.
- 13.5 If the purchase constitutes a commercial transaction for both parties, the customer must inspect the goods immediately upon delivery by us, insofar as this is practicable in the ordinary course of business and notify us immediately if a defect is found. If the customer fails to give notice, the goods are deemed approved, unless the defect was not discoverable upon inspection. If such a defect appears later, notice must be given immediately upon discovery; otherwise, the goods are also deemed approved with respect to this defect. Timely dispatch of the notice is sufficient to preserve the customer's rights. If the goods have been accepted or an initial sample inspection has taken place, any claims for defects that the customer could have identified during a careful acceptance inspection or initial sample inspection are excluded.
- 13.6 We must be given the opportunity to inspect the alleged defect. Any goods in question must be returned to us immediately upon request; we will bear the transport costs if the complaint is justified. If the customer fails to comply with these obligations or makes changes to the goods already subject to complaint without our consent, they forfeit any warranty claims.
- 13.7 In the event of a justified and timely complaint regarding defects, we will, at our discretion, either repair the defective goods or deliver a flawless replacement.
- 13.8 If we fail to meet these obligations or fail to do so in accordance with the contract, within a reasonable time, the client may set us a final deadline in writing within which we must fulfil our obligations. If this deadline expires without fulfilment, the client may demand a price reduction or withdraw from the contract. Reimbursement of costs is excluded to the extent that expenses increase because the goods were moved to a different location after our delivery, unless this corresponds to the intended use of the goods.
- 13.9 The client's statutory rights of recourse against us exist only to the extent that the client has not entered into any agreements with its own customers that extend beyond the statutory warranty claims. Clause 13.8, last sentence, also applies to the scope of the rights of recourse.
- 14. Other Claims, Liability**
- 14.1 Liability Exclusion
All claims by the client for damages – regardless of their legal basis – are excluded, unless otherwise stipulated in paragraphs 14.2 and 14.3. This applies especially to consequential damages such as production losses, business interruptions, lost profits, or other indirect financial disadvantages that did not arise from the delivered goods themselves.
- 14.2 Exceptions:
The limitation of liability does not apply in case of:
- intent or gross negligence on the part of our legal representatives or executive employees,
- culpable breach of **essential contractual obligations** („cardinal obligation“). In this case we are liable - except in cases of intent or gross negligence – only for the **typical, foreseeable damage** under the contract.
- 14.3 Further Exceptions:
The limitation of liability furthermore does not apply in case of:
- in the case of claims under the **Product Liability Act**,
- in the case of injury to **life, body or health**,
- in the case of lack of **warranted characteristics**, if the warranty is intended to protect the customer specifically from damages that did not arise from the goods themselves.
- 14.4 Liability of Third Parties:
The limitations of liability also apply to our **employees, staff, legal representatives and agents**.
- 14.5 Burden of Proof:
The legal regulations regarding the burden of proof remain unaffected.
- 15. Force Majeure**
Force majeure, labour disputes, strikes, riots, epidemics (including epidemics and pandemics), embargoes, official measures, failure of our suppliers to deliver, and other unforeseeable, unavoidable, and serious events beyond our control release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its impact. This also applies if these events occur at a time when the affected contracting party is in default, unless the default was caused intentionally or through gross negligence. The contracting parties are obligated to provide the necessary information in writing without undue delay and to adapt their obligations to the changed circumstances in good faith, to the extent reasonable.
- 16. Place of Fulfilment, Jurisdiction and applicable Law**
- 16.1 Unless otherwise stated in the order confirmation, our place of business is the place of performance.
- 16.2 For all legal disputes, including those arising from bills of exchange and checks, the place of jurisdiction is our registered office. We are also entitled to bring legal action at the partner's place of business.
- 16.3 If the client's registered office is not in Germany, all disputes arising out of or in connection with these terms and conditions or their validity shall be subject to the jurisdiction of the German Institution of Arbitration (DIS) and shall be finally settled by an arbitral tribunal in accordance with the DIS Arbitration Rules, to the exclusion of recourse to the ordinary courts. The arbitral tribunal shall consist of three arbitrators appointed in accordance with these Arbitration Rules, at least one of whom must be qualified to hold judicial office. The place of arbitration shall be Munich. The language of the arbitration shall be German.
The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany.
The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG – "Vienna Sales Convention") is excluded.