

General Terms and Conditions of Sale and Delivery,

Date: January 2022

The following General Terms and Conditions of Sale and Delivery are an integral part of all our offers and order confirmations.

§ 1 Scope of application

1. These General Terms and Conditions of Sale and Delivery apply to all our fields of activity, including but not limited to the supply of goods.
2. These General Terms and Conditions of Sale and Delivery apply exclusively in our relationship with the customer. They also apply to all future business activities, as well as to the establishment of all business contacts to the customer, such as the assumption of contractual negotiations or the initiation of an agreement, even if they are not again explicitly agreed or no further explicit reference is made to them. The applicability of the customer's general terms for ordering and or purchasing is explicitly repudiated.
3. Any previously made agreements or previous versions of our General Terms and Conditions of Sale and Delivery shall be revoked through these General Terms and Conditions of Sale and Delivery.
4. If obligations are also established to individuals or companies, who are not intended to be a party to the agreement, this party shall also be subject to the disclaimers/limitations on liability provided for in these General Terms and Conditions of Sale and Delivery insofar as these General Terms and Conditions of Sale and Delivery are to be included in the establishment of an obligation relationship vis-à-vis the third parties. This is particularly the case, if the third parties, upon the establishment of the obligation, have knowledge of these General Terms and Conditions of Sale and Delivery or were previously aware of them.
5. The acceptance by the customer of our supplies and services constitutes acknowledgement of the applicability of these General Terms and Conditions of Sale and Delivery.

§ 2 Conclusion of contract

1. Unless otherwise agreed our, offers are subject to change.
2. We shall only become bound by an order, if we have confirmed it in writing by way of an order confirmation, or if we commence with the execution of the order. If the customer wishes to change the order following our order confirmation, this shall require our explicit written consent.

§ 3 Delivery, scope of supply and service, service time periods

1. Delivery time details are provided according to our best judgement, but are generally subject to change. The commencement of the delivery period and the compliance with the delivery deadlines is conditional on the customer fulfilling its duties of cooperation properly and on time, provided all the documents required and any agreed advance payments have been made. Delivery dates confirmed by us always refer to the date of the dispatch of the goods from the relevant business location of our company, or other place of delivery.
2. Our written offer or order confirmation is decisive for the scope of our delivery or service. Subsidiary agreements and amendments must be confirmed by us in writing. If our offer or our order confirmation is based on the customer's specifications (data, figures, images, drawings, weight and dimensional specifications etc.), our order confirmation shall only then be binding if these specifications were accurate. If it transpires that the order cannot be executed in accordance with the specifications of the customer, we shall be entitled to withdraw from the agreement insofar as the customer is not willing to accept our proposed workaround, and, if relevant, assume the additional costs actually incurred.
3. We are entitled to make part deliveries of all of our supplies and services. We are entitled, moreover, to use sub-contractors for the fulfilment of our contractual obligations.
4. If we ever have reason to doubt the customer's solvency, we shall be entitled to only make deliveries of goods and render services only against prepayment or a deposit. This does not affect our right to withdraw from individual agreements already concluded, if and to the extent that the customer fails to make prepayment or provide a deposit within an appropriate period of time (grace period).
5. If prepayment is agreed, the delivery shall only take place upon receipt of prepayment.
6. Unless explicitly labelled as binding, the information enclosed within our offers and order confirmations, such as drawings, weight, dimension and capacity specifications shall be regarded as approximate only. We reserve all rights in drawings, drafts or similar preparatory work.
7. We shall not be in default of our contractual performance in the event of force majeure or other extraordinary circumstances for which we are not responsible. We shall further be entitled to withdraw from the agreement, if we are already in default. We shall not be in default in the event of delays of delivery insofar as these are caused by incorrect or late deliveries from our own suppliers, for which we are not responsible. In the case of temporary impediments, the supply or service delivery supply periods shall be extended or the supply or service delivery dates shall be postponed for the period of the impediment plus reasonable lead time.
8. If we are contractually obliged to make delivery in advance of payment, we may refuse to make the delivery required of us, if, following the conclusion of the agreement, it becomes apparent that our entitlement to counter-performance claim is jeopardised through the customer's inability to pay. This is particularly the case if the counter-performance to which we are entitled is jeopardised due to the customer's poor financial situation, or if other such impediments to performance become imminent, such as export or import bans, acts of war, insolvency of sub-suppliers or absence due to sickness of essential employees.

§ 4 Price and packaging, passing of risk

1. Our prices are net prices and are valid “FCA Hechingen” (Free Carrier Hechingen, Germany, Incoterms 2020) from the business location of our company, unless a contrary arrangement is agreed. In respect to services, the prices relate to performance at the agreed place of performance. When issuing an invoice, value-added tax shall be added at the relevant statutory rate.
2. The risk of loss or deterioration of the goods passes from the place of business of our company to the customer with the provision of the goods for dispatch “FCA Hechingen” (Free Carrier Hechingen, Germany, Incoterms 2020). This also applies if part deliveries are made. If the delivery is delayed due to reasons for which the customer is responsible, then the risk shall pass to the customer already upon our announcement of readiness for dispatch.
3. The customer shall be charged costs of packaging of shipment. Transport insurance for goods to be dispatched shall only be arranged upon explicit request. The transport insurance shall then be arranged on behalf of the customer and for its account.
4. If a delivery period is agreed in excess of four months between the time of the confirmation of the order and the performance of the service, we shall be entitled to increase prices by way of passing the corresponding cost increases to the customer. The same applies in the event that a delivery period of less than four months was agreed, but, for reasons which the customer is responsible, our performance only takes place after four months following the confirmation of the order.
5. If we conclude an agreement in foreign currency with the customer and the Euro experiences a drop of more than 2% to our detriment due to currency fluctuations between the time of concluding the agreement and the due date of the payment, a corresponding increase of the price shall be deemed agreed.
6. Unless otherwise agreed, daily expenses and travel costs shall be charged separately. The customer shall pay travel and accommodation costs upon presentation of copies of the receipts, and the deduction of the input VAT amount, unless the parties have agreed an alternative arrangement prior to the travel. The actual travel costs and hourly rates are set out in our offer or our order.

§ 5 Payment conditions

1. All payments must be made as prepayment without deduction and without charge to one of our bank accounts within 10 days following the conclusion of contract.
2. If in an individual case we agree payment on account, such payment must be made without deduction and without charge to one of our bank accounts within 30 days following the receipt of the delivery.
3. If we deliver our supplies or services in separate distinct parts, we shall then be entitled to bill the corresponding portion of the payment.

4. In the event that the customer has its registered address outside of Germany, and if delivery in return for prepayment has not been contractually agreed, we shall be entitled, without any special agreement, to make our performance conditional on the provision of a documentary letter of credit for a sum equal to the gross payable price, issued by a bank or savings institution licensed within the European Union in accordance with the Uniform Customs and Practice for Documentary Credits (UCP 500) of the International Chamber of Commerce (ICC). If we do not demand the provision of a documentary letter of credit, and if nothing is contractually agreed to the contrary, our receivable shall be payable with the receipt of the delivery or with the complete provision of our service. If we deliver our supplies or services in distinct parts, we shall then be entitled in any case to bill the corresponding portion of the payment, or to demand the provision of a documentary letter of credit for each part.
5. The customer is not entitled to perform any deductions without an explicit agreement.
6. If the customer is in default of payment, the customer must compensate us for the damages incurred as a result of the delay, particularly pay interest at the rate of 9 percentage points over the base lending rate. If the customer is more than 14 days in default with the payment of a due amount or partial amount, or the customer breaches one of its duties arising from our retention of title, or if the counter-performance to which we are entitled is jeopardised due to the poor financial circumstances of the customer, then the total remainder of all outstanding receivables shall be immediately due for payment.
7. Payment through bills of exchange or acceptance bills is only permitted if explicitly agreed, and shall then only be accepted on account of payment.
8. It is only permissible to offset undisputed claims or claims confirmed by way of a final court order (res judicata claims) against our entitlement to payments. The same applies to the exercise of any right of retention. The customer is otherwise only entitled to exercise a right of retention insofar as its counter-claim has its origin in the same contractual relationship.
9. The customer's assignment of its claims against us shall require our prior permission, which we shall only withhold for a material reason.
10. Cost estimates issued by us shall remain valid for 14 days following the date of issue.

§ 6 Customer's duties of co-operation

1. The customer must support us and our employees to a reasonable, customary extent.
2. Materials, information and data needed by us for the delivery of our services, must be made available by the customer. Data and data storage media must be technically flawless. Insofar as special statutory or company safety regulations apply, the customer must inform us of these prior to the delivery of our service.

§ 7 Warranty and general liability

1. The limitation period for claims for defects in our supplies and services shall be one year from the legal commencement of the limitation period. Following the expiry of one year, we shall in particular be entitled to refuse to deliver subsequent performance, without this entailing any rights for the customer against us for diminution of price, rescission or damages. This abbreviated limitation period does not apply for other compensation claims as such for the refusal of subsequent performance, and it does not generally apply to claims for the deceitful concealment of defects.
2. The customer's claims to subsequent performance due to defects in the service or supply deliverable by us, exist in accordance with the following provisions.
 - 2.1 If the delivered item is defective, we can initially decide if we render subsequent performance through the elimination of the defect (subsequent improvement) or by way of delivering a fault-free item (substitute delivery). This does not affect the right to refuse subsequent performance under the statutory conditions.
 - 2.2 We are entitled to make the due subsequent performance dependent on payment of the due purchase price by the customer. The customer is entitled, however, to retain a reasonable part of the purchase price in proportion to the defect.
 - 2.3 The customer must grant us the requisite time and opportunity to render subsequent performance and, in particular, must surrender to us the relevant goods to enable these to be inspected. If a substitute delivery is made, the customer shall return the defective item to us in accordance with the statutory provisions.
 - 2.4 The expenses incurred for the purpose of examination and subsequent performance, especially the costs of transport, travel, labour and materials, shall be borne by us in the event that there a defect actually exists.
 - 2.4.1. In the event that the customer has incorporated the defective item according to its nature and intended use into another item or attaches it to another item, we are, as a part of the subsequent performance, obliged to bear the customer's necessary expenses for removing the defective item and installing or attaching the rectified item or delivered defective item. § 442 Abs. 1 BGB shall be applied with the proviso that regarding the knowledge of the customer, the time of the conclusion of the contract shall be substituted by the time of the customer installing or attaching the defective item.
 - 2.4.2 The customer shall bear those costs for the subsequent improvement or subsequent performance incurred due to the fact that, following delivery, the purchased item is relocated to a place other than the customer's place of residence or commercial establishment.
 - 2.4.3 If it transpires that the customer has demanded fault elimination without justification, we shall be entitled to demand that the customer recompense us for the costs incurred as a result.

- 3 The customer may only demand compensation:
 - 3.1 for damages, which are based
 - on an international or grossly negligent breach of duty on our part, or
 - on an international or grossly negligent breach on the part of one of our statutory representatives, executive managers or vicarious agents of duties, which are not material contractual obligations (“cardinal obligations”) and are not main or ancillary obligations connected with defects in our deliveries or our services.
 - 3.2 for damages, which result from an international or grossly negligent breach of material contractual obligations (“cardinal obligation”) on our part, one of our statutory representatives, executive managers or vicarious agents.

Material contractual obligations (“cardinal obligations”) within the definition of the preceding sub-sections 7.1 and 7.2 are obligations, the fulfilment of which is imperative to the orderly performance of the agreement, and upon compliance with which, the customer could normally rely.
 - 3.3 We shall also be liable, moreover, for damage resulting from the negligent or deliberate breach of duties in connection with defects in our supply or service (subsequent performance or ancillary obligations) and
 - 3.4 for damages which fall within the scope of a warranty explicitly issued by us (assurance) or a guarantee concerning quality or durability.
- 4 In the event of an ordinary negligent breach of a material contractual obligation, our liability shall be limited to compensation for typical losses which were foreseeable for us upon the conclusion of the agreement assuming the exercise of due diligence on our part.
- 5 In the event of an ordinary negligent breach of a material contractual obligation, the customer’s compensation claims shall be subject to a limitation of one year from the statutory commencement of the limitation period. This does not apply to damages related to death or personal injury.
- 6 Claims for damages against us based on strict statutory liability, such as under the Product Liability Act [Produkthaftungsgesetz], or relating to death and personal injury shall not be affected by the preceding provisions and shall remain valid to the extent defined by law within the statutory time limits.
- 7 The customer’s rights according to §§ 445a, 445b and § 478 German Civil Code [Bürgerliches Gesetzbuch (BGB)] remain unaffected in the event that the customer or its own customer forming part of a supply chain is made party to the legal action raised by a consumer.
- 7.1 The customer shall bear the burden of proving that the expenses for the subsequent performance have been necessary and that he could not have denied the subsequent performance in accordance with § 439 (4) BGB or be able to remedy the defect in any more economical way.

- 7.2. The customer's claim based on § 445a (1) BGB shall be subject to a limitation period of two years by the time of delivery by us to the customer according to Art. § 445b (1) BGB. This limitation period shall also apply if, according to § 438 BGB, a longer period would apply.
- 7.3. The limitation period of the customer's claims against us based on §§ 437 and 445a (1) BGB due to a defect of newly manufactured item shall begin the earliest, two months after the date on which the customer has fulfilled his purchaser's claims, provided however that, the purchaser's claims were not barred. This suspension of expiry shall expire the latest five years after the date on which we have delivered the item to the customer.
8. If the customer is a merchant within the definition of the German Commercial Code, the following shall additionally apply:

The customer's claims for defects, especially claims to subsequent performance, rescission from the agreement, diminution and damages are conditional on the fulfilment by the customer of its statutory duty of examination and notification of defects (Sections 377, 381 German Commercial Code [Handelsgesetzbuch, "HGB"]). If a defect is detected during the inspection or subsequently, this must be promptly notified in writing to the seller. The notification is deemed to have been promptly issued, if it is issued within fourteen days following the detection of the defect, whereby the time limit is satisfied if the notification was issued before this limit has expired. Irrespective of this duty of inspection and to report defects, the customer must report apparent defects (including incorrect and short deliveries) within fourteen days of delivery, whereby the time limit here again is satisfied if the notification was issued before this limit has expired. If the customer fails to perform a proper examination and/or report the defect, our liability for the non-reported defect shall be excluded. This does not apply in the event that we have deceitfully concealed the existence of the defect.

A merchant is any entrepreneur registered in the commercial register or who operates a commercial enterprise and who requires a commercially organised business operation.

§ 8 Retention of title

1. The customer may freely process and/or resell goods subject to retention of title in the ordinary course of business. In this case the following provisions shall additionally apply:
2. All delivered goods shall remain our property until complete payment of the purchase is made, as well as the payment of all existing and future receivables from the delivery of goods within the existing business relationships.
3. Retention of title also extends to such products which result from the processing, combination or connection of our goods, to the full value thereof, and we shall be considered to be the manufacturer. In the event of processing, combination or connection with goods of third parties holding continued ownership rights, we shall acquire joint ownership in the ratio of the invoice values of the processed, combined or connected goods. Otherwise, the same conditions apply to the resulting product as to the delivered goods subject to retention of title.

4. The customer hereby and now assigns to us as security any claims against third parties that arise from the resale of the goods or product, either in their entirety or in the amount of our share in any joint ownership according to the preceding paragraph. We accept this assignment. The specified obligations of the customer shall also apply with regard to the assigned receivables.
5. The customer shall remain entitled to collect the debt alongside us. We undertake to refrain from collecting the claim, provided the customer satisfies its payment obligations, is not in default of payment, no application is made for the commencement of insolvency proceedings and that there is no other such deficiency in the servicing of its debts. If this is, however, the case, we shall be entitled to demand that the customer informs us of its assigned claims and of the respective debtors, that it provides us with all information required for collection, that it supplies us with the appropriate documentation and informs said debtors (third parties) of the assignment.
6. If the realisable value of the securities exceeds our claims by more than 10%, upon demand we shall release the customer's securities as selected by us.
7. Goods subject to retention of title may not be pledged to third parties or assigned for security until payment has been made in full of the secured claims. The customer must promptly notify us in writing if, and to what extent, third parties attempt to seize goods belonging to us.
8. If the customer breaches the agreement, in particular by failing to pay the due purchase price, we shall have the right to rescind the agreement according to the provisions of law and/or to demand that the goods be surrendered by reason of the retention of title. A demand for the return of the goods does not automatically entail a declaration of rescission of the agreement; we have the right to merely demand the return of the goods and we reserve the right of rescission. If the customer fails to pay the due purchase price, we can only exercise these rights after we have granted it an appropriate time limit for payment without success, or if the grant of such a time limit is not required by law.
9. The customer must carefully handle the goods subject to retention of title. At our request, it must arrange adequate insurance at its own expense, for the replacement value of the goods subject to retention of title, covering the losses in the event of theft, fire or water damage. If maintenance and inspection work is necessary, the customer must promptly carry these works out at its own expense.
10. If the effectiveness of retention of title depends on its registration, for example in public registers within the customer's country, we shall have the right and are authorised by the customer to arrange such registration at the customer's expense. The customer shall be obliged to perform all its necessary cooperation duties for such registration free of charge.

§ 9 Industrial property rights

If we manufacture items etc. according to drawings, models or samples provided by the customer, the customer guarantees that no third-party industrial property rights are hereby violated. Prior to the awarding of the order to us, the customer is obliged to ascertain whether the products ordered by it, infringe any third-party industrial property rights. The customer must release us from

any third party claims in this respect. If the customer is denied permission to manufacture or receive delivery by a third party holding an industrial property right, we shall be entitled, without any examination of the legal position, to cease the works and demand the reimbursement of the costs incurred.

§ 10 Duty of non-disclosure

1. The customer undertakes, to refrain from making any disclosure of any information made accessible to the customer, which is labelled as confidential or which, given the relevant circumstances, is recognisable as constituting trade or company secrets, especially all technical and business information - except insofar as previously explicitly approved in writing or which is expedient for the achievement of the contractual objective - nor shall it record said information, pass it on to third parties or exploit it in any other manner. This duty of non-disclosure shall endure for a further five years following the complete fulfilment or ending of the agreement.
2. Excluded herefrom is any and all information,
 - which was already known to the customer prior to the commencement of the contractual negotiations or which disclosed to it non-confidentially by third parties, provided that party did not violate any confidentiality duties for its party,
 - which entered or enters the public domain at no fault or involvement of the customer;
 - which is disclosable on the basis of statutory obligations or in response to an official or judicial order.
 - If the customer relies on one of the aforementioned exceptions, it bears the burden of proving the relevant criteria are fulfilled.
3. In the latter instance, the customer must promptly inform us prior to the disclosure. Farther-reaching statutory duties concerning confidentiality remain unaffected.
4. In response to every culpable infringement by the customer of this duty of non-disclosure, we shall be entitled to claim liquidated damages in the amount of EUR 10,000.00 (ten thousand euros); the customer is free to produce evidence that we sustained a smaller loss or none at all. If this evidence proves persuasive, we shall only be entitled to compensation for the damage actually incurred.
5. We reserve the right to claim a greater amount of damages instead of, or over and above the amount of liquidated damages.

§ 11 Miscellaneous: Place of performance, legal venue, applicable law, data processing, language of the agreement, severability clause

1. The place of performance is the relevant registered address of our affiliated company entering into the agreement.
2. The exclusive legal venue for all disputes between the parties and arising from the contractual relationship is Reutlingen, insofar as the customer is a merchant, a legal entity constituted under

public law or a public law special fund, or one that does not have a forum generale within the Federal Republic of Germany or who has relocated its forum generale abroad. As an exception to this rule, we shall be entitled to pursue legal actions against the customer before its forum generale.

A merchant is any entrepreneur registered in the commercial register or who operates a commercial enterprise and who requires a commercially organised business operation. The customer's forum generale is located abroad, if its registered business address is located abroad.

3. The customer is aware that data connected with the business transaction, including personal data, must be stored and processed in accordance with the necessities of the business, and be relayed to third parties. The customer consents to this recording and processing of data.
4. The language of the agreement is German. If the parties also employ another language alongside German, the German wording shall prevail.
5. If any provision within these General Terms and Conditions of Sale and Delivery, or any provision contained in any other such agreements is or becomes unenforceable, this shall not affect the enforceability of all other provisions or agreements.
6. The contractual and other such legal relationships with our customers shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.