General Terms and Conditions

General terms and conditions for the sale and delivery of goods

I. Application; Offers; Obligation to communicate information by the Purchaser

1. These general sales terms and delivery conditions (hereinafter referred to as "Conditions") shall apply to all – including future – agreements for deliveries and other services between us (hereinafter referred to as "we" or "us") and Purchasers who are entrepreneurs (Sec. 14 BGB (German Civil Code)), a legal entity under public law, or a public separate estate. We will not recognize conflicting or deviating terms and conditions of the Purchaser, unless we expressly agreed to the application thereof in writing. We are hereby objecting to potential terms and conditions of the Purchaser in the event that we receive such conditions in a confirmation letter or in other ways, or we perform deliveries or services vis-a-vis the Purchaser without reservations, or we accept services by the Purchaser without reservations without objecting to the Purchaser's terms and conditions again.

2. Our offers are non-binding. Agreements, in particular ancillary verbal agreements, acceptances, guarantees, and other assurances by our staff shall only be binding upon our written confirmation. The actual delivery of the ordered goods, other behaviors on our end, or silence do not justify any reliance of the Purchaser on the conclusion of an agreement. The written form shall also be deemed adhered to when sending a fax or email.

3. Prior to the conclusion of an agreement, the Purchaser shall give us written notice if the goods to be delivered are not exclusively to be suitable for their common use or if the goods are to be used in uncommon conditions or conditions which constitute a specific health or safety risk or require major strain. Moreover, the Purchaser shall notify us regarding any atypical damage potential or damage amounts connected to the agreement.

4. The recipient shall comply with the applicable provisions of national and international (re-)export control law, including any embargoes, sanctions or other restrictions on the movement of goods, when passing on the goods delivered by us to third parties. In any case, the recipient must comply with the (re-)export control regulations of the Federal Republic of Germany and the European Union when passing on our goods delivered to it to third parties.

- 4.1. Before passing on the goods delivered by us to third parties, the recipient shall in particular check and take appropriate measures to ensure that

- it does not violate an embargo of the Federal Republic of Germany, the European Union or the United Nations - also taking into account any restrictions on domestic business and any prohibitions on circumvention - by passing on such goods to third parties.
- such goods are not further exported or re-exported to Russia and exports for use on Russian territory are also prohibited.
- such goods are not intended for a prohibited or licensable armaments-related, nuclear or weapons-related use, unless any necessary licenses have been obtained.
- the regulations of all relevant sanctions lists of the Federal Republic of Germany and the European Union regarding business transactions with companies, persons or organizations named therein are complied with.

- 4.2. If necessary for the performance of export control checks by the authorities, the recipient shall provide us immediately upon request with all information about the final recipient, the final destination and the intended use of the goods delivered by us as well as any export control restrictions applicable in this respect.
- 4.3. The recipient shall indemnify us in full against all claims asserted against us by authorities or other third parties due to non-compliance with the above export control obligations by the recipient and undertakes to compensate us for all damages and expenses incurred by us in this connection.

II. Prices

1. Our prices are calculated, unless agreed otherwise in writing, ex-factory, excluding packaging, plus statutory sales tax, in the respective amount valid at the time of the conclusion of the agreement.
2. If the goods are delivered packaged, we will charge the packaging at cost price; within the context of statutory regulations, we accept the return of packaging delivered by us if the Purchaser returns it free of charge within a reasonable period of time.
3. Packing containers are charged separately. We accept returns of rented packing containers winches and will credit them at 2/3 of the invoice amount, insofar as they are returned to us free of charge and free of defects within 2 years after the delivery. We do not accept returns of disposable packing containers.
4. We reserve the right to change our prices appropriately at our reasonable discretion if price-relevant cost reductions or cost increases occur after

conclusion of the contract, in particular due to collective wage agreements or changes in material prices and energy prices. We shall make use of this right in particular if there are more than four months between the original calculation and the date of performance. In the event of cost reductions, e.g. relating to products from third party suppliers, we shall be entitled to reduce prices insofar as these cost reductions are not fully or partially offset by increases in other areas. Price increases, e.g. concerning products of third party suppliers, can only be used by us for a cost increase to the extent that they are not compensated by possible cost reductions in other areas. In exercising our reasonable discretion, we shall select the time of a price change in such a way that cost reductions are not taken into account according to standards that are less favorable for the Purchaser than cost increases. We shall announce any price change to the Purchaser in writing in good time before the changed prices take effect. In the event of a subsequent price increase, the Purchaser may terminate the contract in writing, but only within two weeks of the date on which it received notice of the price increase..

III. Terms of payment

1. Unless agreed otherwise in writing, our invoices shall be due for payment 14 days after the invoice date. The payment is to be made in such a manner that the invoiced amount is at our disposal on the due date at the latest. The Purchaser shall be deemed in default at the latest 10 days after the due date of our receivables without a warning being necessary.

2. Granted discount periods shall begin as of the invoice date. An agreed discount shall only ever refer to the invoice amount, excluding freight and packaging costs, and requires complete settlement of all of the Purchaser's debts which have become due at the time of the discount.

3. Invoices with amounts under EUR 50.00 as well as for assembly, repairs, shapes, and tool cost proportions shall respectively be due in their net amount and payable immediately.

4. The Purchaser shall not be entitled to offset against our claims, unless the counterclaim is undisputed or legally established. Furthermore, the Purchaser shall not be entitled to retain payments or suspend other obligations affecting it, unless we materially violated due obligations from the same contractual relationship despite a written warning, and have not offered adequate safeguarding. Sec. 215 BGB (German Civil Code) shall not apply. The Purchaser’s warranty rights remain unaffected.

5. If the payment due date is exceeded, at the latest at the occurrence of default, we shall be entitled to charge interest in the amount of the relevant bank interest rates for overdraft facilities; at least, however, the statutory delay interest will be charged. We reserve the right to claim additional damages caused by default. If the Purchaser is in default with payments with any payment obligations vis-a-vis us, all open receivables shall fall due immediately.

6. Insofar as our payment claim appears to be jeopardized as a result of circumstances occurring after the conclusion of the agreement, due to which a substantial deterioration of the financial situation of the Purchaser must be feared from our perspective, we shall be entitled to immediately demand payment of open receivables. If the Purchaser is in arrears with payments, which we deem an endangerment of our receivables, we shall additionally be entitled to take back already delivered goods, to potentially enter the Purchaser's premises and take away the goods. In addition, we may prohibit any further processing of the delivered goods. This shall not apply if the Purchaser is not at fault for the arrears in payments. The retrieval is not a withdrawal from the agreement. In both cases, we can revoke the direct debit authorization pursuant to Sec. V/5 and demand advance payment for outstanding deliveries. The Purchaser can avert all of these legal consequences by providing collateral security in the amount of our jeopardized claim for payment. We have a claim for usual collateral in terms of nature and extent for our receivables, also insofar as they are conditional or restricted. The statutory provisions regarding payment default will remain unaffected.

IV. Terms of delivery; Default

1. Terms of delivery and dates shall only apply approximately, unless we expressly denoted them as binding in writing. Binding terms of delivery shall be deemed to begin after the receipt of all documents required for the execution of the order, potential timely material sourcing, and agreed down payments. In all other cases, the agreed terms will begin with the date of our written order confirmation.

2. Should the Purchaser not fulfill its cooperation or secondary duties in due time, such as, for example, opening of a letter of credit, provision of domestic or foreign confirmations, furnishing prepayment or the like, we shall be entitled to appropriately extend the agreed delivery terms and dates irrespective of our rights based on the default of acceptance of the Purchaser - according to the needs of our course of production.

3. Delivery terms and dates shall be deemed adhered to if the delivery item has left our premises at the end thereof. If the goods cannot be sent out on time or the Purchaser fails to timely call them off without any fault on our part, the terms and dates shall be deemed adhered to upon notification on readiness for shipment.

4. Our delivery obligation shall be subject to our suppliers delivering to us correctly and punctually, unless we are at fault for receiving incorrect or late delivery.

5. We shall not be liable for impossibility or delay in delivery or performance of services if such impossibility or delay is caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, mobilization, war, riot, strike, traffic accident, natural disasters, sabotage, serious illness of key employees, pandemic, epidemic, quarantine, border closures, lockdown, exit restrictions, official or sovereign intervention or similar events) for which we are not responsible. Insofar as such events make it significantly more difficult or impossible for us to deliver or perform and the impediment is not only of temporary duration, we shall be entitled to withdraw from the contract. In the event of hindrances of only temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable restart period. Insofar as the Purchaser cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract concerned by giving us immediate written notice.

6. In the event that we are in default, the amount of compensation for default damages shall be limited to 0.5 % for each week of delay, at the most to 5 % of the value of the delayed delivery. The Purchaser is entitled to provide evidence of damage in excess of such amount. We reserve the right to prove that no damage or only significantly smaller damage was incurred.

7. At the end of an adequate grace period determined by the Purchaser in writing, which shall be 4 weeks at least, the Purchaser may insofar terminate the agreement if the goods have not been sent out or reported ready for shipment by the end of the grace period. The same shall apply if delivery of the goods becomes impossible for reasons which are our responsibility. We will promptly notify the Purchaser of the occurrence of an unforeseen event and communicate a period of time for supplementary performance.

8. The Purchaser shall not have any additional rights due to default. Any recourse to other bases of claims, in particular of non-contractual nature, shall be excluded.

V. Reservation of Title

1. All delivered goods shall remain our property until any and all receivables have been settled by the Purchaser from the business relation, irrespective of the legal ground, including receivables arising in the future or that are conditional (hereinafter referred to as "Reserved Goods").

2. Treatment and processing of the Reserved Goods shall occur for us as manufacturer in terms of Sec. 950 BGB (German Civil Code) without obligating us. The processed goods shall be deemed Reserved Goods within the meaning of Sec. V/1. In case of processing, compounding and mixing of the Reserved Goods with other goods by the Purchaser, we shall become a co-owner of the new goods in proportion to the invoice amount of the Reserved Goods to the other goods used. If we cease to be the owner due to compounding or mixing, the Purchaser shall already assign us the proprietary rights to the new inventory or the goods to which it is entitled in the scope of the invoice amount of the Reserved Goods at this point in time and shall store it for us free of charge and in trust. The co-ownership rights arising herefrom shall be deemed Reserved Goods within the meaning of Sec. V/1.

3. The Purchaser may only sell the Reserved Goods in regular business dealings under its usual terms and conditions and only as long as it is not in default. The Purchaser shall not be entitled to other disposal of the Reserved Goods, in particular a repeated transfer of ownership, pledging, or assignment of our retention rights to third parties.

4. The Purchaser's receivables from its buyers from the resale of the Reserved Goods shall already be assigned to us in the amount of the invoice amount of the Reserved Goods at this point in time. This shall also apply in the case of a resale after processing within the meaning of Sec. V/2. We hereby accept the assignments. The assignment in advance shall also extend to all substitutes for the Reserved Goods, e.g. receivables from third parties (insurance, injuring parties) due to loss of or damage to the Reserved Goods.

5. The Purchaser shall be entitled to collect receivables in trust from the resale until our revocation, which shall be admissible at any time. At our request, the Purchaser is obligated to immediately notify its buyers of the assignment to us – unless we do so ourselves – and to give us the information and documents required for collection.

6. In the event of an occurred or impending pledging or other impairment of our Reserved Goods by third parties, the Purchaser is to immediately notify us in writing and to label our property of which we retain the title as such.

7. If the value of existing securities should exceed the secured receivables in total by more than10 %, then we shall upon written request of the Purchaser insofar be obligated to release securities at our own choice.

8. If the above-mentioned rights to retention of title are not valid or enforceable under the law of the territory where the goods are located, the security corresponding to the retention of title in this territory shall be deemed as agreed. The Purchaser undertakes to take and to collaborate in all required measures which are necessary to substantiate and retain comparable rights or securities.

VI. Performing Delivery

1. With the handover of the goods to a carrier or forwarder, but at the latest upon exiting the warehouse or – in the case of wholesaler-to-client sales – the supply plant, the risk shall pass to the Purchaser, including if delivery is made freight prepaid. The obligation and costs of unloading shall be borne by the Purchaser. Insurance is provided solely upon written instruction and at the cost of the Purchaser.

2. We are entitled to make partial deliveries insofar as they are reasonable to the Purchaser. In the case of manufacture goods, excess and short deliveries of up to 10 % of the agreed amount shall be admissible.

3. In the case of call orders, we shall be entitled to manufacture or to have manufactured the entire ordered amount completely in one setting. We cannot take potential changes into account after the order was placed, unless this was expressly agreed in writing. Call dates and amounts can, unless expressly agreed otherwise, only be adhered to within the scope of our delivery or manufacturing possibilities. If goods reported ready to ship are not called according to the agreement, we shall be entitled to send or store them at the cost of the Purchaser at our discretion and to invoice them immediately. The risk also passes to the Purchaser if it does not fulfill its obligation to take the goods.

4. In the event of orders with consecutive deliveries, we must be notified in due time of call-offs and classifications for approximately the same monthly amounts. The determination of adequate lead time and call amounts shall be made in written agreement with the Purchaser in individual cases and in the case of a lack of agreement, according to industry standards. During call issuing, the Purchaser

shall in any case take adequately into account the lead times and setup times required by us, as well as the necessary delivery by our suppliers. If calls or classification are not performed in due time, we shall – after expiry of a reasonable grace period – be entitled to perform classification on our end and to deliver the goods, or to terminate the impending part of the order and to demand compensation for damage instead of the service.

VII. Warranty; Examination and notification duty

1. The statutory provisions shall apply to the rights of the buyer in the event of material defects and defects of title (including incorrect and short deliveries as well as improper assembly/installation or defective instructions), unless otherwise specified below.
2. The basis of our liability for defects is above all the agreement reached on the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were made public by us (in particular in catalogs or on our website) at the time the contract was concluded shall be deemed to be an agreement on quality in this sense. The buyer is aware and acknowledges that we do not assume any warranty for a specific operating or usage period of the goods, as this is highly dependent on the individual circumstances of each case.
3. To the extent that the quality of the goods has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (§ 434 para. 3 BGB). Our public statements shall take precedence over statements made by third parties.
4. References to standards and similar regulations as well as information on qualities, types, dimensions, weights and usability of the products, information in drawings and illustrations as well as statements in advertising material are not assurances or guarantees unless they are expressly designated as such in writing. The same applies to declarations of conformity and associated marks such as CE or GS.
5. The buyer alone bears the risks of suitability and use.
6. The existence of a defect of title shall be governed by § 435 BGB.
7. The buyer's warranty rights require that he has properly fulfilled his statutory obligations to inspect and give notice of defects and his obligations under these terms and conditions. The buyer is obliged vis-à-vis us to inspect each individual delivery immediately and in every respect for recognizable and typical deviations

and to notify us in writing of any defect found immediately, but no later than three (3) days after delivery. Defects that are only discovered later despite the most careful inspection must be reported in writing immediately, but at the latest within five (5) days of discovery. In the case of goods intended for incorporation, attachment, installation or other processing, this shall also apply if the defect only became apparent after the corresponding incorporation, attachment, installation or other processing as a result of the breach of one of these obligations; in this case, the Buyer shall in particular have no claims for reimbursement of corresponding costs and expenses ("removal and installation costs").

8. If the goods have a defect for which we are responsible, we shall, at our discretion, remedy the defect or supply a replacement. In the event of rectification of the defect, we shall be obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the goods have been taken to a place other than the place of performance.

9. The buyer shall give us the opportunity to determine the defect complained about and to inspect the products complained about. Rejected products must be returned to us immediately at our request; we shall bear the transportation costs if the complaint is justified. If the buyer does not give us the opportunity to inspect the rejected goods or samples thereof despite being requested to do so, he may not claim that the goods are defective. An unjustified request to remedy a defect shall entitle us to compensation if the buyer could have recognized that there was no material defect upon careful inspection.

10. We shall not be liable for material defects caused by unsuitable or improper use or storage of the products by the buyer or third parties, normal wear and tear, incorrect or negligent handling, nor for the consequences of improper modifications to the goods by the buyer or third parties made without our consent. The same applies to defects that only insignificantly reduce the value or suitability of the goods.

11. If we sell used products as agreed, this is done to the exclusion of any warranty for material defects.

12. Further claims due to the defectiveness of the goods do not exist. Recourse to competing bases for claims, in particular of a non-contractual nature, is excluded. Claims of the buyer for reimbursement of expenses pursuant to § 445a para. 1 BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB).

13. Any claims of the buyer due to the delivery of defective products shall become time-barred one (1) year after the statutory commencement of the limitation period. In the case of products that have been used for a building in accordance with their normal use and have caused its defectiveness, the statutory limitation periods shall apply (Section 438 (1) No. 2 BGB). Claims for fraudulent and intentional breach of contract remain unaffected. Replacement delivery or rectification of defects shall not lead to new limitation periods.

VIII. Liability

1. With the exception of liability under the Product Liability Act (ProdHaftG), due to fraudulent concealment of a defect, due to a guarantee that we have assumed for the quality of the goods or service or for damages resulting from culpable injury to life, limb or health, we shall only be liable to the customer for damages in the event of a breach of obligations arising from the contract concluded between us in accordance with the following provisions, without, however, waiving the statutory requirements for such liability.
2. We shall only be liable for the culpable breach of material contractual obligations and for the intentional or grossly negligent breach of other contractual obligations owed towards the buyer. Material contractual obligations are those obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the buyer regularly relies and may rely.
3. In the event of a simple negligent breach of material contractual obligations, our liability shall be limited to compensation for foreseeable, typically occurring damage.
4. Our liability shall be excluded in the event of simple negligent breach of other, i.e. non-material contractual obligations owed towards the buyer.
5. The above limitations of liability shall also apply to breaches of duty by or for the benefit of persons whose fault we are responsible for in accordance with statutory provisions.
6. A change in the burden of proof to the detriment of the buyer is not associated with the above limitations.
7. Without waiving any further claims on our part, the buyer shall indemnify us without limitation against all claims of third parties which are asserted against us on the basis of product liability or similar provisions, insofar as the liability is based on circumstances which were caused, for example, by the use, marketing and advertising of the goods by the buyer without our express written consent.

IX. Intellectual property rights

1. With regard to cost estimates, drafts, drawings, and other documents, we reserve the right of ownership and the intellectual property rights; third parties may only be granted access thereto upon our prior written consent. Drawings associated with offers and other documents shall be returned upon request.

2. Insofar as we delivered goods pursuant to drawings, models, prototypes, or other documents provided by the Purchaser, the Purchaser warrants that third-party property rights are not violated. If third parties prohibit us from manufacturing and delivering such goods in particular, invoking property rights, we shall be entitled to – without the obligation to verify the legal situation – insofar suspend all activities and demand payment of damages if the Purchaser is at fault. Moreover, the Purchaser shall be obligated to indemnify us immediately from all claims by third parties in connection therewith.

X. Test components, shapes, tools

1. If the Purchaser is to provide components for the execution of an order, they are to be delivered on time, free of charge and free from defects to the production site in the agreed quantity, or otherwise in an adequate excess quantity for potential rejects. Should this not occur, costs and other consequences incurred here from shall be borne by the Purchaser.

2. The construction of trial components, including the costs of shapes and tools shall be borne by the Purchaser.

3. Our liability for tools, shapes, and other manufacture devices provided by the Purchaser shall be limited to our reasonable care. The cost of maintenance and care shall be borne by the Purchaser. Our duty to preserve records shall cease to exist – irrespective of the Purchaser's property rights – at the latest two years after the last manufacture using the shape or tool.

XI. Place of performance; place of jurisdiction; applicable law

1. The place of performance for all obligations arising from the contractual relationship with the Purchaser and the place of jurisdiction shall be our legal seat. However, we may choose to file an action against the Purchaser at its place of jurisdiction as well.

2. German law shall apply to all legal relationships between us and the Purchaser, excluding its conflicts of law's provisions and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

XII. Final Provisions

1. The INCOTERMS in their respectively latest valid version shall be relevant for the interpretation of trade terms.
2. The Purchaser shall keep secret any business and trade secrets of which it has or will become aware as well as information deemed confidential or clearly to be treated confidentially based on other circumstances, also beyond the business relationship until such information becomes public, however, at least for a period of 5 years after the end of the business relationship and shall not disclose such information to third parties.
3. Should a provision of these Conditions be or become partially or fully invalid, this shall not affect the validity of the remaining provisions of these Conditions. The parties hereby already agree at this point in time to replace any invalid provisions with effective provisions which come as close as possible to achieving the economic purpose intended by the parties.