

1. Scope of Application

- 1.1 For all sales, deliveries, and services, our General Terms and Conditions of Sale and Delivery shall apply exclusively. These shall also apply to all future business relationships, even if the applicability of these conditions is not expressly agreed upon again.
- 1.2 We do not recognize any conflicting or deviating terms and conditions of the Purchaser, unless we have expressly consented to their applicability in writing. Our General Terms and Conditions of Sale and Delivery shall apply even if we execute the delivery or service to the Purchaser without reservation while being aware of conflicting or deviating terms and conditions of the Purchaser.
- 1.3 Side agreements, amendments, and supplements to the General Terms and Conditions of Sale and Delivery and other agreements must be in writing; this also applies to the waiver of this written form requirement.

2. Offers and Offer Documents

- 2.1 Unless expressly marked as binding, our offers are subject to change without notice. The contract shall only come into effect upon our written confirmation or by delivery/performance.
- 2.2 Drawings, illustrations, dimensions, weights, technical data, or other performance data are only binding if they are expressly confirmed as binding by us in writing.
- 2.3 Specifications regarding quality and durability shall only be deemed guarantees if they are expressly designated as such by us. The same shall apply to the assumption of a procurement risk.
- 2.4 The scope of delivery shall be determined by our scope of offer, or, in the case of written confirmation, by our order confirmation.
- 2.5 We reserve property rights and copyrights to illustrations, drawings, calculations, and other files or documents; the Purchaser requires our express written consent to pass them on to third parties. Contraventions shall obligate the Purchaser to pay damages and shall entitle us to withdraw from all concluded and not yet performed contracts.

3. Prices

- 3.1 Subject to a deviating agreement in writing, our prices apply "Ex Works (EXW)" in accordance with the ICC Incoterms in the currently valid version, excluding ancillary delivery costs (packaging, transport, customs duties, transport insurance, etc.) and plus value added tax at the respective statutory rate.
- 3.2 We reserve the right to change our prices accordingly if individual cost factors have changed, in particular raw materials, materials, energy, and personnel, or agreed delivery volumes, or other circumstances required for the production of the delivery items. We will provide proof of these to the Purchaser upon request.
- 3.3 For new orders (= follow-up orders), we are not bound by previous prices.

4. Scope of Delivery

- 4.1 Compliance with delivery periods requires the clarification of all commercial and technical questions between the contracting parties and the timely and proper fulfillment of the Purchaser's obligations, in particular the timely receipt of all documents, required permits, and releases to be provided by the Purchaser, especially plans, as well as compliance with the agreed terms of payment. If these prerequisites are not fulfilled in due time, the periods shall be extended reasonably. This shall not apply if we are responsible for the delay. The defense of non-performance of the contract is reserved.
- 4.2 The periods and dates stated by us are non-binding unless expressly agreed otherwise in writing. A period or date shall be deemed to have been observed if the shipment has been made available for collection or has been dispatched at our delivery plant within the period or by the date, its readiness for shipment has been communicated to the Purchaser, or it has been collected.
- 4.3 Compliance with the delivery time is subject to correct and timely self-supply. We will notify the Purchaser of any emerging delays as soon as possible.
- 4.4 Partial deliveries are permissible insofar as they are reasonable for the Purchaser.
- 4.5 Over-deliveries and short deliveries of up to 10% of the ordered scope of delivery are permissible in each case and do not constitute grounds for complaint. The minimum purchase quantity is one full packaging unit.
- 4.6 If non-compliance with the delivery periods is due to unforeseeable, unavoidable events that lie outside our scope of influence and for which we are not responsible, such as force majeure, war, natural disasters, official measures, labor disputes, or terrorism—even if they occur at our suppliers or their sub-suppliers—the periods shall be extended or postponed by the duration of the disruption. The Purchaser shall be informed of the occurrence of the disruption in an appropriate manner.
- 4.7 The Purchaser is obliged, upon our request, to declare within a reasonable period whether it is withdrawing from the contract due to the delay in delivery or service or whether it insists on the delivery or service.
- 4.8 If the Purchaser is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. Further claims or rights remain reserved.
- 4.9 Provided that the prerequisites of Section 4.8 are met, the risk of accidental loss or accidental deterioration of the item shall pass to the Purchaser at the point in time at which the Purchaser has fallen into default of acceptance or debtor's delay.
- 4.10 The Purchaser may only withdraw from the contract within the scope of statutory provisions insofar as the delay in delivery is our responsibility and a reasonable grace period set by the Purchaser with a threat of rejection has expired fruitlessly.
- 4.11 If blanket orders have been agreed with the Purchaser, the Purchaser must accept the agreed quantity within the agreed period—at the latest within one year. If the Purchaser is in default with the call-off of the order for more than 1 month, we are entitled to deliver the remaining outstanding quantity.
- 4.12 If we fall into default for which we are responsible despite a grace period set by the Purchaser, the Purchaser may—provided it substantiates that it has suffered damage as a result—demand compensation for each completed week of delay of 0.5% each, but up to a maximum total of 5% of the price for that part of the deliveries which could not be put into useful operation due to the delay. Should we be able to prove that the Purchaser's damage caused by the delay is less than the aforementioned compensation for delay, we shall only be obliged to settle the actual damage incurred.
- 4.13 Both claims for damages by the Purchaser due to delay in delivery and claims for damages instead of performance exceeding the limits specified in Section 4.12 are excluded in all cases of delayed delivery, even after the expiry of any delivery period set for us, subject to Section 11.
- 4.14 If the Purchaser is in default of acceptance, violates other obligations to cooperate, or if our delivery is delayed for other reasons for which the Purchaser is responsible, we shall be entitled to demand compensation for the damage incurred by us, including any additional expenses (e.g., storage fees). For this purpose, we charge a flat-rate compensation of 0.5% of the delivery value per calendar week, up to a maximum total of 5% of the delivery value. The contracting parties remain free to prove higher or lower storage costs.

5. Packaging and Shipment

- 5.1 Unless otherwise agreed, the choice of packaging shall be made in accordance with customary commercial practice and at our discretion. This refers to disposable packaging, which will be charged to the Purchaser and will not be taken back. Returnable packaging systems must be coordinated between us and the Purchaser and shall be provided to us by the Purchaser in sufficient quantities, free of charge and in a timely manner. Should the Purchaser fail to meet this obligation, we are entitled to use replacement packaging at the Purchaser's expense.
- 5.2 Unless otherwise agreed, the choice of the method and route of shipment shall be made at our discretion.
- 5.3 If a special method or mode of shipment is requested by the Purchaser, any additional costs arising therefrom shall be borne by the Purchaser.

6. Transfer of Risk and Delivery

- 6.1 The risk shall pass to the Purchaser, even in the case of carriage-free delivery and partial deliveries, when the deliveries have been dispatched for shipment or collected.
- 6.2 If requested by the Purchaser, we will cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the Purchaser.

7. Payment

- 7.1 Payment of the purchase price shall be made without any deduction, free of bank charges, to the account specified in our invoice in EUROS (€). A cash discount shall only be permissible upon prior written agreement.
- 7.2 Unless otherwise agreed, our invoices for deliveries and other services shall be due for payment within 30 days from the invoice date without any deduction.

- 7.3 Unless otherwise agreed, our invoices for molds (tools) shall be due for payment immediately without any deduction as follows: 30% upon order confirmation and signing of a security transfer agreement, 40% upon the first off-tool parts, and 30% upon approval, at the latest 30 days after submission of samples.
- 7.4 A payment shall only be deemed to have been made when the amount is at our disposal. In the case of checks, payment shall only be deemed to have been made when the check is cleared.
- 7.5 Checks shall only be accepted upon express prior written agreement and only on account of performance. All costs associated with them shall be borne by the Purchaser.
- 7.6 The Purchaser may only set off such claims that are undisputed, recognized by us, or have been legally established by a final judgment.
- 7.7 The Purchaser shall only be authorized to assert a right of retention insofar as its counterclaim is based on the same contract and is undisputed, ripe for decision, or legally established by a final judgment.
- 7.8 In the event of default of payment by the Purchaser, we shall be entitled to declare all claims from the entire business relationship with the Purchaser immediately due and payable. In this case, cash discount agreements, rebates, price reductions, and the like shall be deemed forfeited.
- 7.9 If circumstances become known to us (repeated default of payment, check protests, enforcement measures, uncertain creditworthiness, initiation of insolvency and composition proceedings, and the like) which make our claims appear jeopardized, we shall be entitled to refuse the deliveries and services incumbent upon us from the business relationship with the Purchaser or to perform them only against advance payment or suitable security (bank guarantee and the like). If the Purchaser does not comply with a corresponding request within a reasonable period, we may withdraw in whole or in part from all contracts with the Purchaser that have not yet been fully performed and demand damages.
- 7.10 In the event of late payment, interest shall be charged at a rate of 8 percentage points p.a. above the respective applicable base interest rate. The right to assert higher damages caused by delay remains reserved.

8. Retention of Title

- 8.1 We reserve title to the delivery items until full payment of all claims arising from the delivery contract. This shall also apply to all future deliveries, even if we do not always expressly refer to this. In the case of a current account, the reserved title shall serve as security for the respective balance claim.
- 8.2 In the event of a breach of contract by the Purchaser, in particular in the event of default of payment, we shall be entitled to take back the goods. A withdrawal from the contract by us requires an express written declaration. After taking back the delivery items, we shall be entitled to realize them. The realization proceeds—minus reasonable realization costs—shall be credited against the liabilities of the Purchaser.
- 8.3 The Purchaser is obliged to treat the purchased item with care as long as title has not yet passed to it. In particular, the Purchaser is obliged to insure sufficiently at replacement value against theft, fire, and water damage at its own expense. If maintenance or inspection work is required, the Purchaser must carry this out in good time at its own expense. As long as title has not yet passed, the Purchaser must notify us immediately in writing if the items owned by us are seized or are subject to other interventions by third parties. Insofar as the intervening third party is unable to reimburse us for judicial and extrajudicial costs, the Purchaser shall be liable for the resulting loss.
- 8.4 The Purchaser is entitled to resell the goods subject to retention of title in the ordinary course of business. The Purchaser hereby assigns to us here and now all claims arising from the resale against its customers. This assignment shall apply regardless of whether the purchased item has been resold without or after processing. The Purchaser remains authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we will not collect the claim as long as the Purchaser meets its payment obligations from the proceeds received, is not in default of payment, and, in particular, no application for the opening of insolvency proceedings has been filed or payments have been suspended.
- 8.5 Any processing, treatment, or transformation of the purchased item by the Purchaser shall always be carried out in our name and on our behalf. In this case, the Purchaser's right of expectancy to the purchased item shall continue in the transformed item. If the purchased item is processed with other objects not belonging to us, we shall acquire co-ownership of the new item in the proportion of the objective value of the purchased item to the other processed objects at the time of processing. The same shall apply in the event of mixing. If the mixing takes place in such a way that the item of the Purchaser is to be regarded as the main item, it shall be deemed agreed that the Purchaser transfers proportional co-ownership to us. The sole ownership or co-ownership thus created shall be held in custody for us.
- 8.6 We undertake to release the securities to which we are entitled at the request of the Purchaser insofar as their value exceeds the claims to be secured by more than 10%. The selection of the securities to be released shall be at our discretion.

9. Notice of Defects, Limitation Period

- 9.1 Notices of defects must be asserted in writing immediately upon receipt of the goods. In the case of hidden defects, the notice must be given immediately after discovery. In both cases, unless otherwise agreed, all claims for defects shall become statute-barred twelve months after the transfer of risk. Insofar as the law mandatorily prescribes longer periods pursuant to Section 438 para. 1 no. 2 BGB (German Civil Code), Section 479 para. 1 BGB, and Section 634a para. 1 no. 2 BGB, these periods shall apply.
- 9.2 Warranty rights of the Purchaser require that the Purchaser has properly complied with its duties of inspection and notification owed pursuant to Section 377 HGB (German Commercial Code) and the requirements of a prudent businessman.
- 9.3 In the event of a justified notice of defects—whereby the approval samples released in writing by the Purchaser shall determine the expected quality and execution—we shall be obliged to subsequent performance. If we do not comply with this obligation within a reasonable period, or if a remedy fails despite repeated attempts, the Purchaser shall be entitled to reduce the purchase price or—provided that the Purchaser has threatened us with refusing acceptance of the performance after failure of the subsequent performance—to withdraw from the contract. Further claims, in particular claims for reimbursement of expenses or damages due to defects or consequential damages caused by defects, shall only exist within the framework of the regulations in Section 11.
- 9.4 The approval samples, which will be submitted to the Purchaser for inspection upon request by us, shall be decisive for the quality and execution of the products. Any reference to technical standards serves to describe the performance and shall not be construed as a guarantee of quality.
- 9.5 If we have advised the Purchaser outside of its contractual performance, we shall only be liable for the functionality and suitability of the delivery item in the event of an express prior written assurance.
- 9.6 Unless otherwise agreed, subsequent performance (remedy of defects, replacement delivery) shall take place at the registered office of the Purchaser.
- 9.7 Unauthorized rework and improper handling shall result in the loss of all claims for defects. The Purchaser shall only be entitled to remedy the defect itself after prior notification to us and to demand reimbursement of the reasonable costs incurred thereby in order to avert disproportionately large damage or in the event of a delay in the elimination of the defect by us.
- 9.8 Prior to any return shipment of the goods, our prior written consent must always be obtained.
- 9.9 If the Purchaser wrongfully gives notice of a defect for which we are responsible, for reasons for which we are not responsible, we shall be entitled to charge the Purchaser for the reasonable expenses incurred by us for the elimination and/or determination of the defect.
- 9.10 Claims for defects shall not exist in the case of only insignificant deviations from the agreed quality, only insignificant impairment of usability, natural wear and tear, or damage arising after the transfer of risk as a result of faulty or negligent handling, excessive strain, unsuitable equipment, or due to particular external influences not assumed under the contract. If improper repair work or modifications are carried out by the Purchaser or by third parties, no claims for defects shall exist for these and the resulting consequences either.
- 9.11 The requirements and specifications for the delivery items set forth in a contract do not constitute a guarantee of quality within the meaning of Section 443 BGB (German Civil Code), but merely serve to describe the quality of the delivery items.
- 9.12 Rights of recourse of the Purchaser shall exist only to the extent provided by law and only insofar as the Purchaser has not entered into any agreements with its customer that go beyond the legally mandatory claims for defects.
- 9.13 By way of derogation, the regulation on liability for defects is subject to Section 11.

10. Intellectual Property Rights

For defects of title in the delivery, we shall be liable to the exclusion of further claims—subject to Section 11—as follows:

- 10.1 If we are to deliver according to drawings, models, samples, or using parts provided by the Purchaser, the Purchaser shall warrant that intellectual property rights of third parties in the country of destination of the goods are not infringed thereby. We will point out to the Purchaser any rights known to us. The Purchaser shall indemnify and hold us harmless from claims of third parties and provide compensation for the damage incurred. If the manufacture or delivery is prohibited by a third party invoking an intellectual property right belonging to it, we shall be entitled—without examining the legal situation—to stop the work until the legal situation has been clarified by the

- Purchaser and the third party. Should the continuation of the order no longer be reasonable for us due to the delay, we shall be entitled to withdraw from the contract.
- 10.2 Drawings and samples submitted to us that did not lead to an order will be returned upon request; otherwise, we are entitled to destroy them three months after submission of the offer. This obligation shall apply mutatis mutandis to the Purchaser. The party entitled to destruction shall inform the contracting partner of its intention to destroy in good time beforehand.
- 10.3 We are entitled to the copyrights and, if applicable, industrial property rights, in particular all rights of use and exploitation in the models, molds, and devices, designs, and drawings created by us or by third parties on our behalf.
- 11. Haftung**
- 11.1 We shall only be liable for damages or reimbursement of expenses to the extent that we, our executive employees, or vicarious agents are guilty of intent, gross negligence, or injury to life, body, or health.
- 11.2 Strict liability under the Product Liability Act as well as liability for the fulfillment of a quality guarantee shall remain unaffected.
- 11.3 Liability for the culpable breach of material contractual obligations shall also remain unaffected; however, except in the cases specified in Section 11.1, liability in this respect shall be limited to foreseeable damages typical for this type of contract. Material contractual obligations are understood to mean the fundamental, elementary obligations arising from the contractual relationship which are of particular importance for the proper execution or fulfillment of the contract or which significantly influence the relationship of trust existing between the parties, including in particular the fulfillment of delivery obligations and important information duties.
- 11.4 In the event of damage caused by delay, liability is regulated differently, in accordance with Section 4, items 4.12 and 4.13.
- 11.5 A shift in the burden of proof to the disadvantage of the Purchaser is not associated with the aforementioned provisions.
- 11.6 Insofar as the liability for damages towards us is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives, or vicarious agents.
- 12. Molds**
- 12.1 The price for molds also includes the costs for a one-time sampling, but does not include the costs for testing and processing fixtures, nor for modifications requested by the Purchaser. Costs for further samplings for which we are responsible shall be borne by us.
- 12.2 Unless otherwise agreed, we are and shall remain the owner of the molds, tools, and other manufacturing fixtures manufactured for the Purchaser by ourselves or by a third party commissioned by us. These shall only be used for orders of the Purchaser as long as the Purchaser fulfills its payment and acceptance obligations. We shall only be obliged to replace these molds free of charge if this is necessary to fulfill an output quantity guaranteed to the Purchaser. Our obligation to store the molds, tools, and manufacturing fixtures shall expire—regardless of any ownership rights of the Buyer—no later than two years after the last delivery of parts from the respective mold, tool, and manufacturing fixture. We may destroy the molds without prior notice.
- 12.3 If a contract is terminated and the molds have not yet been amortized, we shall be entitled to invoice the remaining amortization amount in full immediately.
- 12.4 If it is agreed that the Purchaser is to become the owner of the molds, ownership shall pass to the Purchaser upon full payment of the purchase price for the molds. The physical delivery of the molds to the Purchaser shall be replaced by storage for the benefit of the Purchaser. Irrespective of the Purchaser's statutory claim for handover and the lifespan of the molds, we shall be entitled to exclusive possession thereof until the termination of the contract. We shall mark the molds as third-party property and, at the Purchaser's request and expense, insure them against common risks.
- 12.5 In the case of the Purchaser's own molds pursuant to Section 12.4 and/or molds provided on loan by the Purchaser, our liability regarding storage and care shall be limited to the standard of care we apply to our own affairs (*diligentia quam in suis*). Costs for maintenance and insurance shall be borne by the Purchaser. Our obligations shall expire if, after completion of the order and a corresponding request, the Purchaser does not collect the molds within a reasonable period of time. As long as the Purchaser has not fully complied with its contractual obligations, we shall in any case have a right of retention over the molds.
- 13. Provision of Materials**
- 13.1 If materials are supplied by the Purchaser, the Purchaser shall be obliged to deliver them free to the supplier's plant including an allowance of 5–10% (as agreed) for potential scrap. Such delivery must be made in due time, in perfect condition, and in quantities that enable us to ensure uninterrupted delivery.
- 13.2 Any additional costs arising from the late or insufficient delivery of materials shall be borne exclusively by the Purchaser. In such cases, we reserve the right to interrupt manufacturing and to resume it at a later date. The delivery periods applicable under Section 4 shall be extended accordingly.
- 14. Assignment of Rights and Obligations**
- 14.1 Subject to statutory provisions regarding the validity of prohibitions on assignment, the transfer of rights and obligations arising from the contract shall require our prior consent to be effective.
- 14.2 In the case of deliveries to EU member states ("intra-Community supplies of goods"), the Purchaser shall immediately cooperate in a suitable manner in providing proof of the intra-Community supply of goods. In particular, we may request, free of charge and in a timely manner, a signed confirmation of the intra-Community supply of goods containing the date of issue and at least the following information: name and address of the recipient of the goods, quantity and standard commercial description of the goods, as well as the location and month of the end of the transport or dispatch. Electronic transmission is permitted; in this case, a signature may be waived if it is clear that the electronic transmission originated within the sphere of control of the Purchaser or its authorized representative. If the Purchaser fails to comply with this duty of cooperation, the Purchaser shall be liable for any damage resulting therefrom, in particular for any value added tax (VAT) incurred by us.
- 15. Applicable Law, Jurisdiction, Severability**
- 15.1 If a contracting party suspends its payments, or if insolvency proceedings or an out-of-court settlement procedure are applied for with respect to its assets, the other party shall be entitled to rescind the contract with regard to the unfulfilled part.
- 15.2 These General Terms and Conditions of Sale and Delivery and the entire legal relationship between us and the Purchaser shall be governed by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15.3 The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship between the parties shall be our registered office. However, we shall also be entitled to sue the Purchaser at any other statutory place of jurisdiction.
- 15.4 Unless otherwise stated in our order confirmation, our place of business shall be the place of performance.
- 15.5 Should any provision in these General Terms and Conditions of Sale and Delivery and/or any provision within the scope of other agreements be or become invalid, the validity of all other provisions and/or agreements shall remain unaffected thereby. The invalid provision shall be replaced by a provision that comes as close as possible to the economic success of the invalid provision.
- 16. Assignment**
- The COMPANY shall be entitled to assign receivables against Purchasers based in Germany and EU countries to abcfinance GmbH, Kamekestr. 2-8, 50672 Cologne, for refinancing purposes. The Buyer shall be informed upon conclusion of the contract whether an assignment of the receivable takes place. In such cases, payments can only be made to abcfinance GmbH with debt-discharging effect. Their bank details shall be communicated to the Buyer upon conclusion of the contract.