

## General Terms and Conditions of Delivery and Service (ALB) of Süddeutsche Gelenkscheibenfabrik GmbH & Co. KG

Status April 2024

Dear customer,

Our business relationship with you is important to us. As part of our cooperation, we will endeavour to meet your requirements at all times. Only together and with high quality endeavours can we succeed in satisfying market requirements in an exemplary manner.

Unfortunately, this also requires a number of regulations to clarify the obligations on both sides.

For this reason, we also use GTC in the form of General Terms and Conditions of Delivery and Service (GTCD) to specify our service promise.

### I. Scope of application

(1) Please understand that, in addition to the individual contractual agreements and the statutory provisions, these General Terms and Conditions of Delivery and Service apply exclusively to all business transactions between us and you, the buyer, customer or client, for our deliveries and services.

Unfortunately, we cannot recognise deviating terms and conditions of purchase and other deviating general terms and conditions. This also applies to general terms and conditions outside your General Terms and Conditions of Purchase, in particular, but not limited to, your quality assurance agreements and your framework supply agreements, insofar as the provisions therein have not been negotiated with us.

Such deviating GTC shall not become part of the contract even if an order is accepted. Silence on our part shall not be deemed to constitute acceptance. You certainly realise that these GTCS also apply if we accept payments or provide services in the knowledge of conflicting or deviating terms and conditions on your part. Please note that you express your agreement with our terms and conditions by accepting our deliveries or services at the latest.

(2) If these GTCS are part of contracts with you by legal inclusion, we would like to point out that in the event of a continuing business relationship between us, they shall also apply to all future contracts without renewed inclusion until the validity of our new GTCS.

(3) All agreements made or to be made between us and you must be recorded in writing for reasons of better verifiability.

(4) Please also note that these ALB only apply to business transactions with entrepreneurs within the meaning of § 14 BGB.

### II Information, suitability, ownership of documents

(1) We provide all forms of verbal and written advice, e.g. by our sales representatives, to the best of our knowledge based on our experience. Information on our products, in particular in our brochures, catalogues, other documents and electronically displayed media, e.g. on the Internet, in particular on the suitability and use of our products. They are non-binding unless they have been included in our offer or our order confirmation. Please note that we cannot and must not exempt you from carrying out your own tests and trials. Please note that you are not exempt from checking the suitability of our products and recommendations for the intended and all other uses. This applies in particular to compliance with statutory and official regulations when using our products.

(2) Quality and dimensions shall be determined in accordance with DIN standards or material data sheets. If no DIN standards or material data sheets exist, the corresponding European standards shall apply; in the absence of such, commercial practice shall apply.

(3) Please also understand that drawings and other documents as well as models, samples and all other objects that we provide for the fulfilment of the order remain our property and must be returned to us on request. We reserve all rights thereto, in particular copyrights. They may not be made accessible to third parties or used for purposes other than those for which they were provided to you. This applies in particular to documents that are labelled as confidential. Please note that you must obtain our express written consent before passing on documents to third parties. Copies may only be made for archiving purposes or as a replacement. If originals bear a note indicating copyright protection, you must also affix this to the copies.

### III. Scope of services, conclusion of contract, written form

(1) Our offers are non-binding. In principle, only the order placed by you constitutes the offer, which is regularly accepted by us by means of a written confirmation (order confirmation). Our written

order confirmation shall be decisive for the scope of our service; in the event of an offer on our part, this shall be decisive, but in the event of a time commitment of our offer only if it is accepted in due time. Please understand that we are no longer bound by the offer if the deadline is exceeded.

(2) We are entitled to accept your order within two weeks of you placing the order, unless a longer acceptance period is stipulated. In this context, please note that if we do not confirm the order, the service provided by us shall be deemed to be the order confirmation.

(3) We are bound to the offers made by us for 3 months. Preparation and delivery are based on the information you provide. As usual, we are entitled to cancel our offer until you declare acceptance. You will surely also understand that your orders, which are not to be qualified as acceptance of our offer, are only deemed to have been accepted if we expressly confirm them. Our order confirmation is then decisive for the scope of services.

(4) A transfer or granting of industrial property rights and copyrights, in particular industrial property rights, by us to you is not the subject of this offer. The nature and scope of the rights of use and industrial property rights to be granted remain subject to a separate contractual agreement.

(5) Our offer is subject to your willingness to review our technical modification proposals at regular intervals and, if necessary, to release them to the end customer in order to give us the opportunity to reduce costs and justify the negotiated lifetime conditions.

(6) In order to avoid misunderstandings, your orders should always be placed in writing or electronically (EDI). Orders placed by telephone and data sent by e-mail are therefore carried out at your risk.

### IV. Test parameters, changes

(1) For tests for which certain measured or standard values or other test parameters are to apply, the corresponding test methods must be defined and recognised by both parties before the start of delivery. If no specification is made, our test methods shall apply.

(2) In the event of missing or incorrect information on your part, we reserve the right to make reasonable changes to the content of the service. The rules require that any disadvantages arising from this, in particular due to costs or damages, are borne by you.

(3) In the event of a technical change requested by you, the remaining stocks of the previous version must be accepted by you for a maximum of 6 months prior to a changeover to the new version.

(4) You certainly understand that we cannot guarantee the suitability of our products for you or other third parties in the event of planning, drawing, application and other changes requested by you after the order date. This applies in particular with regard to the use of products for applications with changed load requirements, so-called transfer parts. Changes after the order date are made at your risk. Our liability is excluded in this respect.

### V. Prices, price increases, cash on delivery, advance payment

(1) Unless otherwise agreed, our prices are ex works (ex works according to Incoterms 2020) in EURO plus VAT, which is shown separately on the invoice. The costs for packaging, freight, postage, customs and transport insurance shall be borne by you.

(2) We always charge tool costs in EURO.

(3) If there is a significant change in labour, material, energy and/or transport costs, we shall be entitled to adjust the price accordingly, taking these factors into account and disclosing them. If delivery is delayed for reasons for which we are not responsible, the prices valid on the day of actual delivery shall apply, whereby the price increase shall be limited to the price prevailing on the market. In the event of significant price increases, you are of course entitled to withdraw from the contract.

(4) However, changes in freight, taxes, customs duties and other public charges shall entitle us to make corresponding price adjustments without you having a right of cancellation. Details on surcharges and discounts as well as other delivery conditions can be found in the respective valid price agreements. The prices are not binding for repeat orders.

(5) We are sure you will understand that we only deliver to buyers with whom we do not have an ongoing business relationship against cash on delivery or payment in advance. The same applies to buyers who have paid our invoice at least three times too late.

## **VI Terms of payment, interest, deterioration of financial circumstances, miscellaneous**

(1) Unless otherwise agreed, the purchase price is due and we request payment without deduction within 30 days from the date of invoicing and delivery of the goods.

(2) Our claims arising from the business relationship are assigned to Eurofactor AG. Payments are to be made in EURO plus statutory VAT free to the bank account stated on the invoice. Payment must be made in such a way that the amount is available on the due date.

(3) Please note that you will be in default upon expiry of the payment deadline. If the payment deadline is exceeded, we are entitled to charge interest on arrears at a rate of 9 percentage points p.a. above the respective base interest rate in accordance with § 247 BGB. The interest is due immediately. Both you and we reserve the right to provide evidence of higher or lower damages. Please understand that if you have not made the agreed payment within a reasonable period of grace, but at the latest within one month of the due date, we are entitled to withdraw from the contract and claim damages for non-performance.

(4) If it has been agreed that the goods are to be released for dispatch by our buyer within a certain period after our notification of readiness for dispatch (call-off), we shall be entitled to invoice the goods from the time of readiness for dispatch. The same applies to deadlines set for call orders.

(5) Please understand that the non-payment of due invoices or other circumstances which indicate a significant deterioration in your financial circumstances after conclusion of the contract shall entitle us - irrespective of the term of bills of exchange accepted on account of payment - to demand immediate payment of all our claims which are based on the same legal relationship. If there are justified doubts about your ability to pay or your creditworthiness, e.g. if insolvency proceedings have been applied for, we are entitled to demand advance payment or suitable security for the service to be provided by you. You certainly understand that if you are not prepared to make advance payment or provide security, we are entitled to withdraw from these contracts after a reasonable period of grace and to demand either compensation for non-performance or reimbursement of expenses.

(6) The statutory provisions on default of payment shall otherwise remain unaffected.

(7) We expressly reserve the right to accept bills of exchange or cheques. Bills of exchange and cheques shall only be accepted by agreement and only on account of performance and on condition that they are discountable. Discount charges are calculated from the due date of the invoice amount. Please understand that bank, discount and collection charges are to be borne by you.

(8) It is necessary for us to determine which claims are fulfilled by your payment, waiving Sections 366 and 367 of the German Civil Code (BGB) and despite any provision to the contrary on your part. In this respect, you waive the right to determine how your payments are to be utilised.

## **VII Offsetting, rights of retention**

(1) As usual, you may only offset claims that are undisputed, recognised or legally established or ready for a decision;

(2) You are only entitled to rights of retention insofar as they are based on the same contractual relationship. In the event of the assertion of the existence of defects, you shall not be entitled to a right of retention unless our goods are obviously defective. In this case, you are only entitled to withhold payment if the amount withheld is in reasonable proportion to the defects and the anticipated costs of subsequent fulfilment, in particular the rectification of defects.

## **VIII. Delivery, delivery periods and deadlines, obligations to co-operate, partial deliveries, reminders**

(1) Unless otherwise agreed, our deliveries shall be made ex works or branch (place of fulfilment) in accordance with the EXW clause of Incoterms 2020 either by collection by you or, on request, "carriage forward". Of course, we will notify you of the time of collection in good time so that you can take the usual necessary measures.

(2) The time of dispatch ex works or the notification of readiness for collection shall be decisive for compliance with the delivery periods and dates. The agreed delivery date shall be deemed to have been met if the delivery items are ready for dispatch ex works on the delivery date. Delivery dates shall be deemed to have been met upon notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of our own.

(3) Please note that delivery periods commence upon receipt of our order confirmation by you, but not before complete clarification of all details of the order and receipt of all documents and authorisations to be supplied by you; the same applies to delivery dates. The delivery deadlines stated by us are approximate deadlines, unless the delivery date has been agreed as binding. The determination of the delivery period or delivery date is subject to correct and timely delivery to us and to unforeseeable production disruptions.

(4) Compliance with our delivery obligations requires the timely and proper fulfilment of your duties and obligations to cooperate. You freely understand that if you do not fulfil contractual duties or obligations, e.g. provision of domestic or foreign certificates, making an advance payment or similar, in good time, we shall be entitled to postpone our delivery periods and dates - without prejudice to our rights arising from default on your part - appropriately in accordance with the needs of our production process. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service, e.g. due to a lack of self-supply by our suppliers), we will of course inform you immediately and set a new delivery deadline that is reasonable under the circumstances. If the service to be provided by us is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will immediately reimburse any consideration already provided. Our statutory rights (e.g. exclusion of the obligation to perform) and your rights under these General Terms and Conditions of Delivery and Service shall remain unaffected.

(5) Partial deliveries and their invoicing shall be permissible insofar as this does not result in disadvantages for the fulfilment of the contract.

(6) The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. Please note, however, that a reminder from you with a grace period is required in any case.

## **IX. Delay**

(1) In order to achieve an accurate recording of the consequences of delay, in the event of a delay in delivery for which we are responsible, we can only be liable for the damage caused by delay proven by you in accordance with Section XX. In the event of a delay in delivery for which we are not responsible, our liability is excluded. We will of course inform you immediately of the expected duration of any delay in delivery.

(2) Please note that if you are in default of acceptance, we are entitled to demand compensation for the damage incurred by us. The risk of accidental deterioration and accidental loss shall also pass to you upon the occurrence of default of acceptance.

#### **X. Force majeure**

(1) As is customary in intra-industrial supply relationships, events of force majeure as well as significant, unforeseeable obstacles beyond our sphere of influence, such as strikes, lockouts, exceeding delivery deadlines or delivery failures by subcontractors, operational, distribution or supply disruptions due to energy, raw material or labour shortages, difficulties in procuring means of transport, traffic disruptions, orders from higher authorities, on our part or on the part of our suppliers, shall release us from our contractual obligations in accordance with the duration of such measures and obstacles. We shall not be responsible for the aforementioned circumstances even if they occur during an existing delay. You will be informed immediately of the beginning and end of such measures and obstacles or the non-availability of the delivery item.

(2) In cases of imminent or existing force majeure, we shall jointly negotiate the reorganisation of the contractual obligations. This applies in particular if events of force majeure lead or may lead to damages. This may involve, for example, damage caused by delay or claims for damages by customers in the subsequent supply chain.

In particular, we will jointly consider the statutory distribution of liability in cases of non-delivery or late delivery, according to which claims for damages are regularly dependent on fault. In particular, we will negotiate the necessity of a temporary or permanent non-delivery, the possibility of a reduced delivery, a late delivery or an alternative delivery. Alternative deliveries are, for example, changed material specifications or a change of supplier or raw materials.

(3) Your company does not have a unilateral right of emergency completion.

#### **XI. Purchase obligation, call-offs**

(1) Please understand that in the event that a project is stopped before an initial sample release can be carried out, you will have to pay us all costs incurred up to that point.

(2) Unless otherwise agreed, an acceptance obligation of 4 months applies in each case for ordered quantities (finished parts) and for pre-quantity quantities (raw materials).

(3) Delivery call-offs shall be made in writing. In the case of call-off orders, delivery dates for partial deliveries shall be agreed taking into account our capacity planning and the possibility of procuring the primary material.

(4) Unless otherwise agreed, we shall grant a period of 6 months from the date of the order for call-off orders. If this period has expired without a call-off having been made, we shall be entitled, at our discretion, to invoice the products or to withdraw from the contract.

#### **XII. Transfer of risk, storage and storage charges**

(1) The time of transfer of risk shall be determined in accordance with the EXW clause of Incoterms 2020.

Thereafter, the risk of accidental loss and accidental deterioration of the delivery items shall pass to you upon notification of readiness for collection. The notification of readiness for collection is equivalent to the handover of the consignment to the transport person or the leaving of the purchased item from our factory or warehouse for the purpose of despatch, insofar as the goods are despatched at your request. All shipments are made at your risk from the time they leave our factory, even if carriage paid delivery has been agreed.

(2) Please note that if collection or despatch is delayed at your request or for a reason for which you are responsible, or becomes impossible through no fault of our own, the risk shall also pass to you upon notification of readiness for collection or notification of readiness for despatch. You therefore understand that in such cases we are entitled to store the goods at your expense and risk at our reasonable discretion, to take all measures deemed appropriate to preserve the goods and to invoice the goods as delivered. The statutory provisions on default of acceptance shall remain unaffected. After setting a reasonable deadline for collection which has expired without result, we shall also be entitled to dispose of the delivery item elsewhere and to supply you within a reasonably extended deadline or to supply you at your expense and risk.

(3) In this context, please note that you must pay the costs incurred, but at least a storage fee of 0.5% of the order value for each month or part thereof, up to a maximum of 5% of the order value, from the date of notification of readiness for despatch.

#### **XIII Insurance, despatch, bearing of costs, stocktaking, loading times**

(1) We are an SVS/RVS waiver customer.

(2) Please note that insurance against transport damage will only be taken out at your request and expense.

(3) If we have assumed a shipping obligation, this shall not affect the transfer of risk, place of fulfilment and the aforementioned provisions. The mode and route of dispatch shall be chosen by us, but without any guarantee for the cheapest shipment, full utilisation of the loading weight and desired wagon and container sizes. We shall determine the forwarding agent or carrier. Additional costs due to deviating requests on your part shall also be borne by you. These must be communicated to us in good time before despatch. Your wishes will then be taken into account as far as possible and at your expense.

(4) If the goods are damaged or lost in transit, it is essential that you immediately arrange for an inventory with photo documentation and inform us of the result in writing immediately upon receipt of the consignment. The damaged delivery is to be returned to us after consultation or scrapped. In the event of scrapping, however, you must retain random samples of the goods in our mutual interest or return them to us after consultation with us.

(5) Loading times are from Monday to Thursday from 7.00 to 12.00 h and 12.45 to 16.00 h, Friday from 7.00 to 12.00 h.

#### **XIV Packaging, containers of the buyer**

(1) Unless otherwise agreed, we shall determine the type and scope of packaging. The series price is based on our standard packaging for the corresponding product. Special packaging must be agreed separately. The choice of packaging shall be made to the best of our judgement with due care.

(2) Pallets shall remain our property and shall be returned to the place of delivery without delay and at no cost to us. Excluded from this are pallets shipped overseas.

(3) Your containers must be received by our supplier on time and free of charge. You certainly understand that we are not obliged to inspect, clean or repair them, but are entitled to do so at your expense.

(4) Please also note that in the event of damage or loss, we may, at our discretion, demand payment of the replacement value or delivery of equivalent replacement items in return for the damaged containers; in the event of damage, we may also demand reimbursement of the repair costs.

#### **XV Industrial property rights, right to use software**

(1) In order to achieve a solution that balances interests, we stipulate that if the contractual products are to be manufactured according to your specifications, you guarantee that no third-party property rights are infringed by the manufacture and delivery.

(2) If, in this case, third parties prohibit us from manufacturing and delivering on the basis of industrial property rights to which they are entitled, we shall be entitled to discontinue manufacture and delivery and to demand compensation for our expenses from you.

(3) We are not obliged to check the legal situation.

(4) It is necessary that your claims for damages are excluded in these cases.

(5) Please also note that you must compensate us for any damages arising from the infringement of industrial property rights and indemnify us against third-party claims. Advance payment must be made to us on request for any legal costs.

(6) You shall be granted a non-exclusive and non-transferable right to use the programmes provided by us and the associated documentation as well as subsequent supplements for use by the customer in connection with the products for which the software was supplied.

#### **XVI Storage conditions**

It is necessary to store our components in a cool and dry place and to protect them from UV radiation, mechanical damage and solvents and their gases.



### **XVII Obligations to inspect and give notice of defects, acceptance**

(1) Your warranty rights and all contractual claims for damages due to defective deliveries presuppose that you have properly complied with the inspection and complaint obligations in accordance with § 377 HGB. Otherwise - according to the rules - the defect shall be deemed to have been approved. In particular, you must inspect the goods immediately after delivery or upon collection with reasonable thoroughness. Any defects discovered in the process must be reported immediately in writing. Defects that cannot be discovered even with the most careful inspection must be reported in writing or in text form immediately after discovery, with any processing and handling being stopped immediately. Otherwise, please note, the defect shall be deemed to have been approved.

(2) The provisions of § 377 HGB (German Commercial Code) shall apply accordingly to services and work performances. The notification of defects does not release you from the fulfilment of your payment obligations.

(3) In the interest of both parties, if acceptance of the work has been agreed, acceptance must take place within one week of the date of notification of our readiness for acceptance at our factory or warehouse. You shall bear the acceptance costs. As usual, it is equivalent to acceptance if you do not accept the work within this one-week period. Insofar as we have not assumed any guarantee for the quality of the work or have not fraudulently concealed a defect, your rights due to a defect are excluded after the agreed acceptance has been carried out by you, insofar as you have not notified us of the defect, although you could have detected it during the agreed type of acceptance, i.e. you have not detected the defect due to negligence.

(4) We kindly request that you give us the necessary time and opportunity to inspect the notified defect, in particular to hand over the goods to us for this purpose at our request. You will surely understand that in the event of unjustified complaints, we reserve the right to charge you for freight and handling costs as well as the costs of inspection.

### **XVIII Quality, warranty rights, rights of recourse**

(1) Section 434 BGB applies in the version valid until 2021. Please note that the quality of the goods and services agreed between us and you is decisive. In addition to the statutory regulation, the goods are also free from material defects if they have the properties that you can expect according to the product description supplied by us. However, we accept no liability for public statements made by third parties (e.g. advertising statements).

(2) If there is a defect, we must always be given the opportunity for subsequent fulfilment within a reasonable period in the interests of both parties. It is therefore necessary that we are entitled to choose whether to remedy the defect, deliver a replacement or issue a credit note. Our statutory right of refusal remains unaffected by this.

If the subsequent fulfilment fails, i.e. at least two attempts to rectify the defect have failed or the subsequent fulfilment is unreasonable for you, you are of course entitled to withdraw from the contract, provided the defect is not insignificant, or to demand a reduction in payment. The rectification of defects may also be carried out by you after consultation with us and shall take place at the contractually agreed place of receipt.

(3) Please note that in the case of third-party products, even if they have been incorporated into the delivered products or otherwise used, we are entitled to initially limit our liability to the assignment of the warranty claims to which we are entitled against the supplier of the third-party products, unless satisfaction from the assigned right fails or the assigned claim cannot be enforced for other reasons.

(4) Please understand that your claims due to the expenses required for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the goods were subsequently moved to a location other than your branch office, unless the transfer corresponds to their intended use. This applies accordingly to your claims for reimbursement of expenses pursuant to Section 445a BGB, provided that the last contract in the supply chain is not a sale of consumer goods.

(5) The regulation of § 439 III BGB is not applicable if the product delivered by us has entered into a firm connection with the product of your company. This applies in particular if our product has been firmly combined, mixed or processed with your product ingredients. This is particularly the case if our product has been welded, joined or processed at a high installation depth, which involves considerable effort in terms of making our product accessible.

(6) If your product can be upgraded by repairing it in its installed state or by replacing individual parts within our product or by a comparably effective alternative measure to replacement, the provision of Section 439 (3) BGB shall not apply.

(7) The same warranty conditions shall apply to replacement services and repairs as to the originally delivered item.

(8) Warranty claims against us are only available to you as the direct contractual partner and are not assignable without our consent.

(9) As a supplier of semi-finished products and individual parts intended for use in the Buyer's goods, we are not a supplier within the meaning of §§ 445 a, 445 b and 478 BGB.

(10) Our products do not contain any digital content or services and are not deemed to be linked to them.

(11) You are responsible for the comprehensive specification and quality agreement of the purchased item. In particular, it is your task to specify the intended use of the delivered products for its application.

We are not bound by public statements made by or on behalf of another link in the contractual chain, in particular in advertising or on labelling.

Accessories including packaging, assembly, installation or other instructions are supplied in accordance with the contractual agreement.

(12) It is important to us that you are obliged, within reasonable limits, to co-operate in the rectification of defects against reimbursement of costs and in accordance with our instructions. Only in urgent cases, e.g. if there is a risk of disproportionate damage or a risk to operational safety, are you therefore entitled to rectify the defect yourself or have it rectified by a third party. It is necessary that you inform us immediately and obtain our consent for this. This is only dispensable if you are demonstrably unable to contact us.

(13) Our declarations in connection with this contract, e.g. service descriptions, reference to DIN standards, etc., do not contain any assumption of guarantee in case of doubt. Only our express written declarations regarding the assumption of a guarantee shall be authoritative. Information in product descriptions and product specifications shall not, in any case, constitute a guarantee for the quality of the item or that the item will retain a certain quality for a certain period of time, subject to their inclusion as quality specifications within the meaning of § 434 BGB or § 633 BGB.

(14) Claims for defects shall not exist in the event of natural wear and tear or natural wear and tear of our products due to their material properties, in particular in the event of damage caused after the transfer of risk as a result of improper or improper use or negligent handling of our products, incorrect installation, excessive use, unsuitable operating materials, replacement materials or due to special external influences, e.g. chemical, electrochemical or electrical influences. We shall not be liable for damage arising after the transfer of risk as a result of improper or negligent handling of our products, incorrect installation, excessive use, unsuitable operating materials, replacement materials or due to special external influences, e.g. of a chemical, electrochemical or electrical nature, unless they are assumed under the contract or are attributable to a fault on our part.

(15) If our products are not used in accordance with their intended purpose, in particular if statutory or official regulations or our information and instructions are not observed, if unauthorised changes are made to the products or if our products are not handled properly or are used incorrectly contrary to their contractually agreed intended purpose, claims for any resulting damage shall be excluded.

(16) Within the scope of subsequent fulfilment measures by us without legal obligation, e.g. as a gesture of goodwill, you shall only be entitled to claims for defects if this has been expressly agreed.

(17) The statutory rights of recourse against us shall only exist to the extent that you have not reached an agreement with your customer that goes beyond the statutory claims for defects and damages.

(18) Unless otherwise agreed, the above paragraphs constitute the final warranty for our products and services.

### **XIX Limitation period, suspension of limitation period**

(1) The limitation period for claims and rights due to defects in our products, services and works as well as the resulting damages is 1 year. The above limitation period shall not apply if longer periods are prescribed by law. The commencement of the limitation period shall be governed by the statutory provisions. The limitation period according to sentence 1 shall also apply to all existing claims for damages against us, irrespective of whether they are related to a defect and irrespective of the legal basis of the claim.

(2) The limitation period according to paragraph 1 shall of course not apply in the case of intent, if we have fraudulently concealed the defect, if we have assumed a guarantee for the quality of the item, in the case of claims for damages due to injury to life, body or health or freedom of a person, in the case of claims arising from the Product Liability Act, in the case of a grossly negligent breach of duty or culpable breach of essential contractual obligations and in the case of relevance of the statutory provisions on the sale of consumer goods.

(3) Subsequent fulfilment measures, i.e. the delivery of a defect-free item or the rectification of defects, shall not cause the limitation period to begin anew, but shall only suspend the limitation period applicable to the original delivery item for the duration of the subsequent fulfilment measure carried out. In case of doubt, the performance of subsequent fulfilment by us does not constitute an acknowledgement within the meaning of § 212 No. 1 BGB.

(4) The above provisions do not imply a change in the burden of proof to your disadvantage.

(5) Unless expressly stipulated otherwise, the statutory provisions on the commencement of the limitation period, suspension of expiry, suspension and recommencement of limitation periods shall remain unaffected.

### **XX. Liability**

(1) Please note that we are only liable for the company's liabilities with the company's assets.

(2) In the event of simple negligence, we shall only be liable in the event of a breach of a material contractual obligation. Liability shall be limited to the foreseeable damage typical of the contract. This also applies to tort claims of the customer.

(3) In the case of warranted characteristics, our liability shall be limited to the scope and amount of our existing product liability insurance. The scope of cover corresponds to the recommendations for business and product liability insurance of the German Insurance Association. The amount of cover for the insured events covered by the insurance contract is EUR 5 million per claim and twice this amount per insurance year. If this does not materialise or does not materialise in full, we are liable up to the amount of cover.

(4) Claims for damages due to personal injury and claims arising from the Product Liability Act are subject to the statutory provisions.

(5) Our suppliers are not our vicarious agents in relation to you. Any fault on the part of our suppliers can therefore not be attributed to us.

(6) Any further liability for damages other than in accordance with the above provisions is excluded. You shall only have recourse claims against us to the extent that you have not reached an agreement with your customer that goes beyond the statutory claims for defects and damages. The obligation to pay compensation is also excluded if you have effectively limited your liability towards your customer. We kindly request that you endeavour to agree limitations of liability in our favour to the extent permitted by law.

(7) For the avoidance of doubt, please note that insofar as our liability for damages is excluded or limited, this shall also apply to all claims on your part due to culpa in contrahendo, breach of secondary obligations, claims pursuant to Section 823 BGB and claims due to impossibility and default. Insofar as our liability is limited or excluded, this shall also apply to the personal liability of our employees, workers, staff, representatives, vicarious agents and assistants.

(8) Insofar as our liability is limited or excluded, the customer shall be obliged to indemnify us against third-party claims upon request.

(9) Please note that you must notify us immediately, at least in text form, if you have knowledge of claims by third parties that could be related to the delivery of our products or services and reserve all defence measures and settlement negotiations for us.

### **XXI Exclusion of cancellation or termination**

You will no doubt understand that, apart from cases that cannot be waived by law, e.g. cancellation due to defective performance or termination for good cause, you are only entitled to cancel or terminate the contract due to a breach of duty for which we are

responsible. In this context, please note that cancellation or termination must be declared at least in text form. Otherwise, the statutory requirements and legal consequences apply.

### **XXII Tools, costs, items provided, contract work**

(1) In the event that tools are purchased from you, these shall naturally become your property, but shall remain in our possession - in the interests of both parties. Due to the specific "know-how" that we possess and that is contained in the tools, the tools cannot be removed from the SGF factory or from the factory of our supplier (in the case of purchased parts), unless there is a case of liquidation or insolvency on our part or on the part of our supplier. In the event that the tools are no longer required, they can be scrapped against your written instructions.

(2) Unless otherwise agreed, the aforementioned tools shall be invoiced in euros as follows:

40% of the mould costs when the order is placed,

30% of the tool costs upon presentation of the initial samples, 30% of the tool costs after receipt of the initial sample approval.

If the first 40% has not been paid, the mould will not be released for production or if the last instalment has not been paid, the pre-series parts will not be delivered.

Agreements to the contrary require our express consent.

Parts from series production can be dispatched at the earliest 6 weeks after receipt of the release of the series mould (initial sample release), provided that the corresponding partitions are received by us in good time.

In order to achieve a solution that balances our interests, we reserve the right to charge you for all costs incurred during the development and sampling phase if the ordered parts are not put into series production for reasons that are not attributable to us.

(3) It is important to us that you check and guarantee the quality (e.g. material, dimensional accuracy, etc.) of the material provided by you. We ask you to deliver the material to be processed carriage paid. Please note that we only carry out an incoming goods inspection of the material provided to us with regard to quantity, identity and a visual inspection for obvious transport damage. In this context, we are only obliged to check that the material complies with the specification you have provided if there are obvious indications of this. We are not obliged to carry out any further checks. Of course, an inspection can be expressly agreed, but the costs of the inspection will then be borne by you.

(4) Please bear in mind that in the event of damage, destruction or loss of the items provided to us, we shall only be liable for compensation if we are responsible for the damage. If parts can no longer be used due to processing errors, we will of course carry out the same work on a new piece to be sent to us at our expense without charge. We reserve the right to supply ourselves. Otherwise, our obligation to replace shall be limited to the procurement of a similar and equivalent item, whereby - in accordance with the rules - if the legal requirements are met, a new-for-old value deduction shall be made.

(5) Normal wear and tear is excluded from liability. It is of particular mutual interest that you insure the items provided to us against damage such as fire, theft or flooding within the framework of "external insurance".

(6) In addition, please note that unless other provisions are expressly provided for in the above paragraphs 1 to 5 of this Section XXII, the provisions of Sections I to XXI and XXIII to XXVII of these GTCS shall otherwise apply. This also applies in particular to our liability for defects and consequential damages as well as for liens on the items provided to us.

### **XXIII Exchange rate agreement**

If prices have been agreed in US dollars in deviation from clauses V and XXII, it is necessary for us to conclude an exchange rate agreement with the following conditions in the interests of both parties:

1. tooling costs are calculated at the EURO/USD exchange rate of the release date, published by Deutsche Bank AG Frankfurt.
2. the parts price in US dollars for the series parts is recalculated quarterly for the following 3 months. (The recalculation takes place on 01 January, 01 April, 01 July and 01 October of the respective year).

The EURO/USD exchange rate for the recalculation corresponds to the average EURO/USD exchange rate of the last 3 months, published by Deutsche Bank AG Frankfurt.

In the event that the last EURO/USD exchange rate used for the US dollar price calculation is outside a plus/minus 3 per cent bandwidth of the 3-month average mentioned in point 2, the new average exchange rate from point 2 shall be used for the price calculation. If the plus/minus 3 per cent bandwidth of the exchange rate is not exceeded, the US dollar exchange rate used for the price calculation and thus the series part price in US dollars will not change.

### **XXIV Retention of title, insurance, processing, assignment of claims, right of access, liens**

(1) As the supplier, we reserve title to the delivery items (goods subject to retention of title) until all claims already arising at the time of conclusion of the contract and all future claims arising from the existing business relationship with you and your group companies or from the business relationship initiated by the contract have been settled. It is necessary that the retention of title remains in force even if some of our claims are included in current invoices and the balance has been struck and recognised. If bills of exchange or cheques are accepted in the cheque/bill of exchange procedure, ownership of the goods delivered by us shall pass to you at the earliest when we can finally dispose of the amount of the cheque or bill of exchange and our liability under the bill of exchange no longer exists.

(2) In the interests of both parties, you are obliged to treat the reserved goods with care and, in particular, to insure the reserved goods at your own expense against damage caused by fire, water, storm, burglary and theft at replacement value. Any security claims arising in the event of damage shall be assigned to us. We hereby accept the assignment. If maintenance and inspection work is required, please bear in mind that you must carry this out in good time at your own expense.

(3) Processing and treatment of the goods subject to retention of title shall be carried out for us as manufacturer within the meaning of § 950 BGB without any obligation on our part. If you process, combine or mix the goods subject to retention of title with other goods, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If our ownership expires as a result of combining, mixing or processing, please transfer to us already now the ownership or expectant rights to which you are entitled to the new stock or item to the extent of the invoice value of the reserved goods, in the case of processing in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used, and keep them in safe custody for us free of charge. Our co-ownership rights shall be deemed to be reserved goods within the meaning of para. 1.

(4) In this context, please note that you may only resell the reserved goods in the ordinary course of business under your normal terms and conditions and as long as you are not in default, provided that you retain title and the claims arising from the resale are transferred to us in accordance with paragraphs 5 and 6. You are not authorised to dispose of the reserved goods in any other way. The use of the reserved goods for the fulfilment of contracts for work and services shall also be deemed resale within the meaning of this para. 4.

(5) It is necessary that your claims from the resale of the goods subject to retention of title are assigned to us already now. We hereby accept the assignment. They shall serve as security to the same extent as the goods subject to retention of title within the meaning of para. 1. In this context, it is necessary for you to provide us, at our request, with all necessary information about the inventory of the goods owned by us and about the claims assigned to us.

(6) If the goods subject to retention of title are resold to you together with other goods, the claim from the resale shall be assigned to us in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. We hereby accept the assignment. In the case of the resale of goods in which

we have co-ownership shares in accordance with paragraph 3, a part of the claim corresponding to our co-ownership share shall be assigned to us, the assignment of which we hereby accept.

(7) You are entitled to collect claims from the resale, unless we revoke the collection authorisation in the cases mentioned in paragraph 8. You certainly understand that in such cases you are obliged, at our request, to inform your customers immediately of the assignment to us - unless we do so ourselves - and to provide us with the information and documents required for collection. Please note that you are not authorised to assign the claims under any circumstances.

(8) Please understand that if you are in arrears with payment and this indicates a risk to the realisability of a not insignificant part of our claim, we shall be entitled to prohibit further processing of the delivered goods, to take back the goods and, if necessary, to enter your premises for this purpose. The repossession and seizure of the reserved goods by us shall not constitute a cancellation of the contract, unless the Consumer Credit Act or Section 449 (2) BGB apply. In the agreement of the reservation of title lies the reservation of a right of cancellation in the event of your default of payment. In this case, it is necessary for you to declare your consent now that the persons authorised by us to collect the reserved goods may enter or drive onto the property or building on or in which the reserved goods are located for this purpose in order to take possession of the reserved goods.

(9) In order to achieve a solution that balances interests, we stipulate that factoring transactions are only effective with our consent. You are therefore not authorised to pledge goods subject to retention of title or to assign them to third parties as security. You must inform us immediately of any impairment by third parties. In the event of access by third parties to the reserved goods, in particular seizures, it is necessary that you draw attention to our ownership and inform us immediately so that we can enforce our ownership rights. Please note that if the third party is not in a position to reimburse us for the judicial or extrajudicial costs incurred in this connection, you shall be liable.

(10) In addition to the statutory rights of lien on the items provided to us for processing, we shall also be entitled to a contractual right of lien on all claims arising from the contract. The right of lien can also be asserted for claims arising from work carried out earlier, deliveries of spare parts and other services, insofar as they are connected with the object of performance. The right of lien shall apply to other claims arising from the business relationship insofar as these are undisputed or have been recognised by declaratory judgement. The §§ 1204 ff. BGB and § 50 para. 1 of the Insolvency Code shall apply accordingly.

(11) If the retention of title is not effective under the law of the country in which the delivered goods are located, you must provide equivalent security at our request in our mutual interest. If you do not comply with this request, we may - in accordance with the rules - demand immediate payment of all outstanding invoices without regard to agreed payment terms.

(12) If the realisable value of the existing securities exceeds the secured claims by more than 15% in total, we shall be obliged to release securities of our choice at your request.

### **XXV. Secrecy**

(1) We - the contractual partners - undertake to treat as business secrets all commercial and technical details which are not in the public domain and which become known to us through the business relationship.

(2) Drawings, models, templates, samples and similar objects may not be made available or otherwise made accessible to unauthorised parties. The reproduction of such objects is only permitted within the scope of operational requirements and copyright provisions.

(3) Subcontractors shall be obligated accordingly.

(4) The contracting parties may only advertise their business relationship with prior written consent.

### **XXVI Obligation to provide information in the event of series discontinuation**

In order to achieve our goal, you must inform us in writing at least 6 months before the discontinuation date of the component series and inform us of the binding purchase quantities up to the discontinuation date. Otherwise, it is essential that you bear the resulting discontinuation costs.

### **XXVII Entry certificate**

(1) In order for us to be exempt from VAT for intra-Community deliveries, we require a so-called entry certificate from you. It is therefore necessary for you to confirm to us in writing after receipt of the subject matter of the contract that you as the customer have

received the subject matter of the contract as an intra-Community delivery.

(2) Insofar as VAT is not included in our invoice, in particular because we assume an "intra-Community delivery" within the meaning of § 4 No. 1 b in conjunction with § 6 a UStG on the basis of your information and we are subsequently charged VAT (§ 6 a IV UStG). § 6 a UStG and we are subsequently charged VAT (§ 6 a IV UStG), you are obliged to pay us the amount that we are charged. This obligation exists irrespective of whether we have to subsequently pay VAT, import VAT or comparable taxes in Germany or abroad.

**XXVIII Place of jurisdiction, applicable law, place of fulfilment, invalidity**

(1) For all disputes arising from the contractual relationship between the contracting parties, the exclusive local and international jurisdiction of the courts of Traunstein, Germany, is agreed. This shall also apply to disputes relating to documents, bills of exchange or cheques. However, we are also entitled to sue you at your registered office.

(2) It is important to us that the contractual relationship with you is governed exclusively by the law of the Federal Republic of Germany. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG - "Vienna Sales Convention") is excluded in this context. Unless otherwise agreed in accordance with the preceding terms and conditions, the international rules for the interpretation of customary forms of contract (Incoterms) in the currently valid version shall apply to cross-border contracts.

(3) Unless otherwise agreed, the place of fulfilment shall be our registered office in Waldkraiburg.

(4) Should any provision of these GTCS and the other agreements made be or become invalid, this shall not affect the validity of the remainder of the contract. We - the contracting parties - shall endeavour to replace the invalid clause with another clause that comes closest to the economic purpose and legal meaning of the original wording, taking into account the relevant statutory provisions in this case.

**XXIX Data protection**

Finally, we would like to point out that we treat your data exclusively for the purposes of business processing and in accordance with the applicable data protection regulations. Of course, you also have a right to information about your personal data collected, processed and used by us upon written request.

**XXX. Contact details**

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