General Terms and Conditions of Delivery

1. General

1.1 All of our deliveries and services (hereinafter "**Deliveries**") are performed exclusively based on these General Terms and Conditions of Delivery (hereinafter "**Delivery Terms**"). Conditions of the customer deviating from these Delivery Terms or from statutory provisions or amending these Delivery Terms or statutory conditions shall apply only if and to the extent explicitly accepted by us in writing. We do not accept such conditions of the customer even if we do not object to them after having received them or if we perform Deliveries without reservations. In an ongoing business relationship, these Delivery Terms shall also apply to all of our future Deliveries for the customer without the need to point out the application of these Delivery Terms to the customer separately each time.

1.2 These Delivery Terms apply only to business transactions with entrepreneurs, legal entities under public law, and special funds under public law.

2. Offers and Conclusion of Contract, Documentation, Form

2.1 Our offers are always subject to change and non-binding. A contract is concluded only through a customer's order and our order confirmation or performance of the Delivery.

2.2 We may accept a customer's order within two weeks after its submission. Until the expiry of that period orders are binding for the customer. Our silence does not establish any reliance on a conclusion of contract. If the customer receives our order confirmation late, he shall inform us about that fact without undue delay. If our order confirmation differs from the customer's order, the contract shall be deemed concluded with the content set forth in our order confirmation, if and to the extent that the customer fails to object within one week after its receipt.

2.3 The Incoterms, as amended at the time the contract is concluded, shall apply to the interpretation of trading clauses.

2.4 If and to the extent that we provide the customer with samples of our Deliveries prior to or at the time of the conclusion of contract, these shall only serve illustration purposes. Such a provision of samples of goods does not give rise to any agreement on certain characteristics of our Deliveries, unless explicitly agreed otherwise.

2.5 We retain our unrestricted ownership and copyrights as well as our rights resulting from the ownership and copyright to our cost estimates, drawings, technical specifications, product descriptions, catalogs, documentations, and other materials (hereinafter "**Documentation**"). The customer is entitled to use the Documentation for the intended purpose only. The customer is not authorized to use the Documentation for any other purpose, particularly not for a complete or partial reproduction of the Deliveries. The Documentation may be made accessible to third parties only with our prior consent and must be returned to us upon request without undue delay, if the order is not awarded to us.

3. Acceptance

3.1 Deliveries require acceptance only, if and to the extent explicitly agreed upon or stipulated by law. The customer shall then establish the necessary preconditions for carrying out the acceptance and bear the costs of the acceptance. Unless agreed otherwise, the acceptance shall occur within two weeks after notification about the readiness for acceptance.

3.2 The customer may not refuse acceptance because of insignificant defects.

4. Performance of the Delivery, Dates, Delays

4.1 Deliveries are performed EXW (Incoterms 2020), unless explicitly agreed otherwise. With separation and notification about the readiness for dispatch to the customer, however, at the latest when leaving the forwarding area, the risk of accidental loss and of accidental deterioration of the Delivery passes to the customer. If and to the extent that Deliveries require acceptance, the risk of accidental loss and accidental deterioration of the Delivery passes to the customer with the customer's acceptance.

4.2 The agreed delivery dates are set forth in our contract concluded with the customer. We have the right to make early Deliveries, unless these are unreasonable for the customer.

4.3 Compliance with the agreed delivery dates requires the clarification of all technical questions, the timely receipt of all provisions, Documentation, permits, and releases to be effected by the customer as well as compliance with the agreed payment terms and other obligations of the customer. If one of these preconditions is not fulfilled in time or completely, the agreed delivery dates shall be postponed accordingly.

4.4 Our delivery obligations are subject to the reservation of our own proper and timely supply by our suppliers.

4.5 The performance of contract by us shall be subject to the reservation that the performance is not prevented by obstacles due to national or international rules of foreign trade law or by embargos or other sanctions.

4.6 We have the right to make partial deliveries to the extent that these are reasonable for the customer. We may invoice such partial deliveries separately; the freight costs for all partial deliveries may not exceed the agreed freight costs. Overdeliveries or underdeliveries that are customary for the industry are permitted and shall be deemed in accordance with the contract.

4.7 Deliveries reported as ready for dispatch according to contract must be picked up by the customer without undue delay; otherwise, we have the right to store the Deliveries at the expense and risk of the customer.

4.8 If and to the extent we store Deliveries after notifying the customer about the readiness for dispatch because the pickup of the Deliveries by the customer is delayed by more than one week, we have the right to charge the customer a storage fee from the eight day of the delay for each additional, commenced day of delay in an amount of 0.025 % of the net order value of the stored Deliveries, however, no more than a total of 5 % of the net order value of the stored Deliveries, as lump-sum damages; this shall not apply, if the customer is not responsible for the delayed pickup. The customer may prove that we did not suffer any or a materially lower loss because of the late pickup of the Deliveries. We reserve the right to prove that we actually suffered a higher loss because of the late pickup of the Deliveries.

4.9 We have the right in the case of force majeure events to postpone the Delivery by the duration of the interference from the force majeure plus a reasonable ramp-up time. All unpreventable events for which we are not responsible shall be considered equivalent to force majeure, particularly currency, trade policy, other governmental measures, strikes, lockouts, material business interruptions (e.g. fire, machine breakdown, raw materials or energy scarcity) as well as obstruction of traffic routes – in each case of not merely a short duration – that make the Delivery materially more difficult or impossible. If force majeure events or equivalent events continue for more than three months, both we and the customer have the right to withdraw from the contract. We will inform the customer as soon as possible about the occurrence and end of such events.

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4.10 Our liability for damages cause by delay is limited to a total of 0.5 % of the net order value of the late Deliveries for each full week of delay, however, to no more than 5 % in aggregate of the corresponding net order value of the late Deliveries. Further claims of the customer for damages because of delay are excluded. The above limitations of liability do not apply to the extent that we are responsible for intent or gross negligence.

5. Prices and Payment Terms, Set-Off

5.1 Unless explicitly agreed otherwise, our prices are stated in Euro on an EXW basis (Incoterms 2020), are net of value-added tax in the respective statutory amount, and do not include any packaging, insurance, freight, loading/unloading, storage, and third-party inspection costs. In the case of Deliveries abroad, the customer is required to bear or, as the case may be, reimburse us for all taxes, customs charges, and other public charges payable abroad or in connection with the export abroad.

5.2 Unless explicitly agreed otherwise in writing, the customer shall make payments in Euro without deductions within 30 days from the invoice date.

5.3 Unless explicitly agreed otherwise, we are not required to accept checks or bills of exchange. If and to the extent that we do accept checks or negotiable bills of exchange, this occurs only on account of performance.

5.4 In the case of payment default with claims under a contract concluded with the customer, we have the right – without prejudice to any further claims – to accelerate all claims under this contract so that they are due immediately or to demand adequate security. We also have the right in this case to perform any still outstanding Deliveries only against advance payment or provision of adequate security. In the event of late payment, interest shall be charged at a rate of 8% above the prime rate; we reserve the right to claim further damages.The customer shall be at liberty to prove that we have incurred no loss at all or a lower loss.

5.5 Without prejudice to the contractual and legal preconditions, the customer is entitled to rights of set-off and retention only, if and to the extent that his counterclaims are undisputed or have been established with legally binding effect or share a reciprocal relationship with our claim.

6. Retention of Title

6.1 Until all of our claims against the customer arising out of the business relationship have been completely fulfilled, we retain ownership of the delivered goods (hereinafter "**Retained Goods**"). In the case of current accounts, the retention of ownership also serves to secure any balance claim.

6.2 The customer may resell the Retained Goods only in the ordinary course of business. The customer is not entitled to dispose over the Retained Goods otherwise, particularly not to pledge them or transfer title to them as security.

6.3 The customer has the right to process Retained Goods. This processing occurs free of charge and exclusively for us as producer in the sense of Section 950 of the German Civil Code (BGB) without obligating us. The processed goods are considered Retained Goods.

6.4 When processing, joining, or mixing Retained Goods with property that is not owned by us, we acquire co-ownership of the new property. The extent of this co-ownership is determined by the ration of the invoiced value of the Retained Goods to the invoiced value of the remaining property. If our ownership of the Retained Goods ends due to joining or mixing, the customer transfers his ownership rights in the new property to us already now to an extent corresponding to the invoiced value of the Retained Goods and shall store it for us free of charge. Our co-ownership rights shall be deemed Retained Goods.

6.5 The customer hereby assigns the claim from any resale of the Retained Goods to us. If the customer sells Retained Goods together with other property not delivered by us, the assignment of the claim from the resale shall be limited to the amount of the resale value of the Retained Goods. When reselling property in which we own co-ownership shares, a claim equal to the amount of the resale value of these co-ownership shares is assigned.

6.6 The customer is authorized to collect the claims assigned to us resulting from the resale of the Retained Goods.

6.7 The resale permission pursuant to Clause 6.2 and the collection authorization pursuant to Clause 6.6 lapses, if a) the customer is in default with payments under the business relationship, b) the customer has disposed of the Retained Goods outside of the ordinary course of business, and/or c) a material deterioration of the customer's financial situation becomes evident after the conclusion of contract, which endangers any of our claims.

6.8 We will release security to which we are entitled upon customer's request to the extent that the realizable value of the security exceeds the claims to be secured by more than 10 % in aggregate.

6.9 The customer shall insure the Retained Goods at his own cost against fire, breakage, water, and theft damage and prove this upon our request.

6.10 The customer shall inform us without undue delay prior to any attachment of the Retained Goods or any other third-party infringement.

7. Inspection and Notification Obligation

7.1 The customer is required to examine the Deliveries upon delivery in respect to their quantity, weight, and packaging without undue delay and have at least sample quality tests carried out.

7.2 We must be notified of evident quality defects in writing without undue delay, however, no later than one week after the delivery of the Deliveries. Other quality defects shall be notified to us in writing without undue delay, however, no later than one week after they have been discovered. Otherwise, the Deliveries are deemed accepted. This Clause 7.2 shall apply only to purchase contracts and to contracts for work and materials.

7.3 The notice of defects shall describe the nature and extent of the defect precisely.

7.4 The customer is required to make the objected Deliveries or samples thereof available to us for examination purposes without undue delay upon request. Such an examination may be carried out by us or any other third-party appointed by us for this purpose.

8. Liability for Quality Defects

8.1 At the time of transfer of risk, our Deliveries must correspond to the agreed specifications, which describe the owed quality of our Deliveries conclusively.

8.2 We have the right to remedy defects through subsequent performance. We may choose to provide subsequent performance either through repairs or replacement delivery. Our business headquarters are place of fulfillment for the subsequent performance.

8.3 We generally carry out repairs or replacement deliveries based on goodwill and without acknowledging any legal obligation. An acknowledgement leading to a restart of the statutory limitation period exists only, if we explicitly declare this to the customer. Except for the case of an explicitly declared acknowledgement, any repair or replacement delivery does not lead to a new limitation period.

8.4 Claims based on defects do not exist in relation to damage, which arises after the transfer of risk as a consequence of faulty or negligent treatment, excessive operational demands, unsuitable operating resources, faulty assembly, natural wear and tear, or due to external influence outside of our sphere of responsibility, which was not assumed under the contract (e.g. chemical or electrochemical influence).

8.5 Clause 10 applies to claims for damages and expense reimbursement due to quality defects.

9. Intellectual Property Rights and Copyrights, Legal Defects

9.1 These Delivery Terms do not grant the customer any right, claim, or other interest in our intellectual property and copyrights, nor do these Delivery Terms grant the customer any right to use or otherwise refer to our brands, unless we explicitly gave the customer advance permission. The customer is particularly not permitted to use our names, logos, brands, or copyrights without our prior explicit consent in his business papers, particularly not in advertising materials.

9.2 Unless explicitly agreed otherwise, we are required to provide Deliveries free of third-party intellectual property rights and copyrights (hereinafter "**Proprietary Rights**") only in the country of the place of delivery.

9.3 If and to the extent that a third party asserts justified claims against the customer because of an infringement of Proprietary Rights by Deliveries at the time of the transfer of risk, we shall be liable to the customer as follows:

a) At our cost, we will either obtain a usage right for the Deliveries, change the deliveries so that no Proprietary Rights are infringed, or replace the Deliveries. If we are unable to do so under reasonable conditions, the customer has the right after the expiration of a reasonable period to reduce the price or withdraw from the contract. Clause 10 applies to claims for damages and expense reimbursement.

b) Our obligations stated above do only exist, if and to the extent that the customer informs us in writing about the claims asserted by the third party without undue delay, does not acknowledge any violation of Proprietary Rights, and all of our rights to defensive measures and settlement negotiations remain reserved. If the customer ceases the use of Deliveries due to damage reduction or other important reasons, he is required to inform the third party that the cessation of use does not entail any acknowledgment of the Proprietary Rights infringement.

9.4 Claims of the customer are excluded to the extent that he is responsible for the Proprietary Rights infringement.

9.5 Claims of the customer are furthermore excluded to the extent that the Proprietary Rights infringement is caused by requirements of the customer, by use of the Deliveries that was not foreseeable for us, or because the Deliveries are modified by the customer or used with products that were not delivered by us.

9.6 Any other rights and claims of the customer than those stated in Clause 9 due to a Proprietary Rights infringement are excluded.

9.7 For claims based on any other legal defects Clause 8 shall apply accordingly.

10. Liability for Claims for Damages and Expense Reimbursement

10.1 Claims for damages and expense reimbursement of the customer (hereinafter "**Claims for Damages**"), irrespective of the legal basis, are excluded.

10.2 The exclusion of liability pursuant to Clause 10.1 shall not apply

a) in the case of any liability under the Product Liability Act;

b) in cases of intent or gross negligence;

c) in the case of culpable injury of life, body, or health; and

d) in the case of a breach of material contractual duties, i.e. those duties whose fulfillment makes the proper performance of the contract possible in the first place, on the fulfillment of which the customer regularly relies and may rely. The liability due to a breach of material contractual duties is, however, limited to the compensation of the foreseeable loss that is typical for the contract, unless we are liable because of intent or gross negligence, injury of life, body, or health, or under the Product Liability Act.

10.3 To the extent that our liability is excluded or limited pursuant to the Clauses above, this shall also apply to the corresponding personal liability of our employees, vicarious agents, and legal representatives.

10.4 The rules above do not entail any change of the burden of proof to the detriment of the customer.

10.5 In respect to damage caused by delay, Clause 4.10 shall take precedence over this Clause 10.

11. Statute of Limitation

The limitation period for claims and rights of the customer due to defects of the Deliveries amounts to twelve (12) months from the statutory commencement of the limitation period. In deviation from this, the statutory limitation period applies

a) in the case of Section 438 paragraph 1 no. 1 a) (right in rem of a third party) and b) (right that is registered in the land register), of Sections 438 paragraph 1 no. 2 BGB, 634 a paragraph 1 no. 2 BGB (building; object that was used for a building in accordance with the way it is ordinarily used and which caused its defectiveness or, as the case may be, planning/supervision services for a building), in the case of recourse claims Section 479 paragraph 1 BGB and in the case of malicious intent; and/or

b) to Claims for Damages in the case of liability based on intent or gross negligence, injury of life, body, or health, or under the Product Liability Act.

12. Technical information

We are not required to provide technical assistance or to issue technical information. Advice concerning the preparation of the Deliveries for use, which is provided by us orally, in writing, or through tests, is provided based on best knowledge and belief; it is nevertheless of non-binding character, also in relation to third parties. All risks of applicability, use, and suitability shall be at the customer's sole account.

13. Packaging

If and to the extent that we provide reusable packaging materials to the customer such as particularly Euro palettes, containers of any kind, etc., these materials also remain our property while they are being provided to the customer. Until they are returned to us, the customer bears the risk of accidental loss of these materials. If the customer fails to return these materials upon our request without undue delay at his cost in a reusable condition, we may invoice the customer for the replacement costs and demand immediate payment of these costs.

14. Special Rules

14.1 Customized versions of our Deliveries, particularly in respect to the dimensions or type, require the purchase of a minimum quantity by the customer, which will be determined by us in each individual case.

14.2 Information about technical dimensions and other data in respect to our Deliveries are merely approximate values and are provided subject to deviations from the nominal value that are unavoidable in production. Unless agreed otherwise, the applicable DIN and ISO standards, as amended at the time of the conclusion of contract, shall apply.

14.3 If we produce or procure certain tools, models, forms, or other means of production for the production of the Deliveries ordered by the customer (hereinafter "**Production Tools**"), these remain our sole property; the customer has no right to demand the surrender or transfer of ownership of these Production Tools.

15. Confidentiality

15.1 The customer shall treat our Documentation and our business and trade secrets (hereinafter "**Information**") confidential. Without our prior written consent, he is particularly not authorized to disclose Information to third parties or make it accessible to third parties. To the extent that we agreed to a disclosure of Information to third parties, these have to be bound to confidentiality in writing accordingly. The confidentiality obligation of the customer continues to apply for a period of ten years after the termination or fulfillment of the contract. The confidentiality obligation shall not apply in respect to Information, regarding which the customer is able to prove that

a) it is already generally known or becomes generally known without the customer violating his confidentiality obligation, or

b) it was already known to the customer without a confidentiality obligation when he received it, or

c) the customer has obtained it lawfully – e.g. from third parties – without any confidentiality obligation.

15.2 The use of the contract for advertising purposes is not permitted without our prior consent.

16. Place of Jurisdiction, Applicable Law

16.1 The exclusive place of jurisdiction for any and all legal disputes between us and the customer shall be Oberhausen, Germany. We retain the right, however, to sue the customer at his general place of jurisdiction or before any other court of competent jurisdiction.

16.2 All legal relationships between us and the customer shall be exclusively governed by German law excluding the UN Convention on Contracts for the International Sale of Goods (CISG).