

### 1. Scope of application

We base our contracts exclusively on the following General Terms and Conditions. We object to any conflicting general terms and conditions or terms and conditions of purchase. Unless agreed upon otherwise with the conclusion of contract, these General Terms and Conditions also apply to future orders, even if they are not again included in the contract. Changes, additional agreements or other agreements need to be made in writing in order to be valid.

### 2. Offers and documents

- a) Our offers are subject to change. Contracts are concluded at our discretion either by confirmation or by provision of the service. We retain ownership of and copyright for all offers, cost estimates, drawings, samples or models as well as other business documents. They are not allowed to be made accessible to third parties and are not allowed to be imitated.
- b) Any documents attached to the offer, e.g. pictures and drawings, specifications of weights and sizes, are only rough indications and shall not constitute part of the contract, unless expressly characterized as binding by us.

### 3. Prices and payments

- a) Our prices are ex factory, exclusive of packaging. If the price is dependent on the weight of the part, the final price shall be determined by the weight of the approved samples.
- b) If more than four months pass between the order and the due date for the service, we are entitled to pass on to the customer price increases due to the increase in wages, material prices, supplier prices, interest, rents or energy prices.
- c) The minimum invoice amount is EUR 155.00 plus the statutory value added tax.
- d) Our invoices are payable within 30 days from the invoice date. In the case of payment within 14 days from the invoice date, we grant a cash discount of 2%.
- e) If payment for the tool or machining equipment has been agreed, 50% of this payment is due at the latest 14 days after receipt of the order confirmation; the second 50% within 30 days following the submission of the contractual samples. A deduction of a cash discount is not permitted.
- f) For forgings, for which we have no tools yet, we charge the cost price for the production of the tools specified in the order confirmation. A refund will not be made. If we have not initially charged shares in the tool costs due to the planned order quantity, we are entitled to do so afterward, if the order quantity has not been reached within two years. In the event of a change in the tools, the above provisions apply accordingly. All tools shall remain our property.
- g) Payment has to be made exempt from charges for us. Authoritative for the payment is the receipt of the money on our account. Checks and bills of exchange are only accepted on account of performance. Collection and exchange charges are always borne by the user. We are not liable for timely presentation and protesting.
- h) An offset against claims asserted against us is only permitted if such claims are undisputed or legally established. The same applies to the exercise of rights of retention.

### 4. Deadlines and dates

- a) Delivery dates are only binding if they have been confirmed in writing and expressly described as binding by us. Fixed delivery dates are only such dates that we have expressly referred to as fixed and confirmed in writing.
- b) In the event that we exceeded a binding delivery date, we have to be given a reasonable grace period for contract fulfillment before a withdrawal. If we do still not provide the service after expiration of this period, the orderer is entitled to withdraw from the contract and demand claims for damages due to non-fulfillment if the statutory requirements are given. Claims for damages are limited in accordance with the provision in No. 6 of these GTC.

### 5. Warranty

- a) Our warranty is determined by statutory provisions. If the client is an entrepreneur or if the contract refers to the delivery of used goods, the *warranty period is one year*.
- b) If our service is defective, we are entitled, at our discretion, to eliminate the defect or else to deliver a replacement. In both cases, we shall be obligated to bear all expenses required for the elimination of the defect, in particular transport, road, labor and material costs, provided these costs have not been increased by the fact that the service was taken to a place other than the place of performance.
- c) If the elimination of the defect fails or if we are not willing or able to eliminate the defect or deliver the replacement or if provision is delayed beyond appropriate periods for reasons for which we are responsible, the client remains entitled, at his discretion, to reduce the purchase price or to withdraw from the contract.

### 6. Claims for damages

- a) If we are liable for damages – irrespective of the legal basis – our liability to pay damages is limited to EUR 5 million. Insurance coverage is in place for this amount.
- b) The above limitation of liability does not apply to damage to life, limb and health. Likewise, it does not apply when we are culpable of willful intent or gross negligence.
- c) If our liability is limited in accordance with this provision, this also applies in favor of our employees, service technicians and other vicarious agents.
- d) For interruptions of operations over which we have no influence, in particular strike, lockout, war, riot or other cases of force majeure, we have no liability. If such disruptions result in an extended delivery delay, we and the orderer are entitled to withdraw from the contract.

### 7. Retention of title

- a) Goods supplied by us remain our property until all claims from the entire business relation have been paid. In the case of a current account, the retention of title is also used to secure the balance. If we have accepted checks or bills of exchange, ownership of the delivered goods shall not pass to the customer until the check or bill of exchange has been unconditionally honored.
- b) Any processing of the goods delivered by us is always done for us. If our goods are processed or combined with the goods of third parties, we will become co-owner of the newly produced item in the ratio of the value

of our delivery to the value of the other goods. If the orderer nevertheless acquires full or partial ownership of the new item during processing, he hereby transfers this ownership to us. The orderer keeps safe the transferred goods for us.

- c) The purchaser is obligated to keep the reserved property and collateral in proper condition; e.g. to carry out or have carried out all required repairs properly and to insure the object of purchase against fire, theft, water, burglary and liability with the proviso that we are entitled to the rights arising from the insurance policies.
- d) The purchaser is only allowed to sell our property, use it otherwise or commit to such use in the ordinary course of business at his usual conditions and in the manner usual in the industry if he is not in default and complies with the provision of e). Insofar as the purchaser is entitled to resell the goods, he is also entitled to collect claims from the re-sale in the ordinary course of business.
- e) The rights, in particular purchase price claims that the purchaser acquires through any kind of use of our property, e.g. in the context of reselling, processing and suchlike, he hereby transfers to us. If he has transferred such rights – globally – to third parties, he is only entitled to use our property after the third party has effectively released these rights in our favor. If the purchaser obtains collateral over the course of a re-sale, processing, etc., he shall notify us about it and hand it over to us, at our request. As long as he is not in default and we do not revoke, the purchaser is allowed to collect claims to which we are entitled under the condition that he transfers to us the sum collected in the amount of our still existing claim against him. If our goods are sold together with others at a standard price or if we only have co-ownership of the goods sold, the rights are transferred to us in the ratio of our ownership or co-ownership.
- f) If the purchaser in turn retains title to the property as long as it still with us, he hereby transfers to us, at the time of the transaction, all rights he acquires against the second purchaser from the retention of title, especially the claim to surrender. The same applies to all claims to surrender against third parties as a result of the purchase item.
- g) On request, the purchaser is obligated to pass on our retention of title and make known to his debtor the transfer of his claims, rights and collateral; or, at our discretion, to hand over to the debtor a corresponding letter.
- b) The purchaser shall inform us immediately of a seizure or other impairment of or risk to our rights. He must do everything necessary for defense at his own expense. He is also obligated to provide all information regarding our property or the claims transferred to us.
- c) If the value of the collateral exceeds our claims by more than 20%, we are obligated to release them at the request of the purchaser. What collateral we release is at our discretion.
- d) If the orderer is in default with any payment obligation or any obligation arising from No. 3 of these Terms and Conditions; if settlement proceedings or insolvency proceedings have been opened on his assets; or if his financial circumstances have considerably deteriorated, then his ownership right to our property lapses and we are entitled to demand the surrender to the exclusion of any right of retention. The costs for the surrender are borne by the orderer. We are entitled to dispose of the delivery item that was taken back by private sale in the best possible way and without any liability on our part and to offset the proceeds against the orderer's payment obligation.

### 8. Call orders

In the case of call orders without agreement on delivery periods, the orderer is obligated to purchase within six months after the notice of readiness for delivery. When this period has elapsed, we are entitled to invoice the ordered goods, demand their immediate payment and assert the other claims resulting from the default of acceptance. Shares in tool costs or tool modification costs must be paid net without any deductions upon approval of the samples within 14 days.

### 9. Material supplied by the orderer

- a) If materials are supplied by the orderer, they must be delivered in due time and in perfect condition at his expense and at his risk with an appropriate quantity premium of at least 5%.
- b) In the event of non-compliance with these conditions, the delivery time is extended accordingly. Except in cases of force majeure, the orderer bears the additional costs incurred for production interruptions.

### 10. Advertising information

We are entitled to advertise our company on the contractual products in suitable form. The client can only refuse his consent to this if he has an overriding interest.

### 11. Intellectual property rights

The client alone is liable if rights, especially copyrights, patent rights or other intellectual property rights are breached due to the fact that the order was executed according to his instructions. The client must indemnify us for all claims of third parties arising from such breaches of rights and bear the costs incurred to us due to the breach.

### 12. Place of performance and jurisdiction

The place of performance for all obligations arising from our business relations is the headquarters of our company in 78713 Schramberg-Waldmössingen, Germany. To the extent permitted by law, it is also the place of jurisdiction. We remain entitled to sue the orderer also at his general place of jurisdiction.

### 13. Choice of law

This contract shall be governed by German law under exclusion of the UN Convention on Contracts for the International Sale of Goods.