

General Terms and Conditions of Sale and Delivery WALTER STREMEL GMBH

1. General

- a) Our General Terms and Conditions of Sale and Delivery shall apply exclusively to entrepreneurs pursuant to § 14 BGB (German Civil Code) (hereinafter also referred to as "Purchaser").
- b) They shall apply to all contracts for delivery or other services, including contracts for work and services, and to all future transactions with the Purchaser, insofar as these are legal transactions of a related nature.
- c) The Purchaser's terms and conditions of purchase shall not be recognized even if we do not expressly object to them again after receipt.

2. Offer

- a) Our offers are non-binding and subject to change until our final order confirmation. Conclusions and agreements as well as transactions brokered by our representatives shall only become binding upon our written order confirmation. Verbal declarations of intent are not binding until they are confirmed by us in writing.
- b) The documents belonging to the offer, such as illustrations, drawings, weights and dimensions, are only approximate unless they are expressly designated as binding and the intended use is not impaired. We have the right to change the promised implementation and to deviate from it if this does not impair the intended use of the implementation.

3. Prices and packing

- a) Our prices are net ex works (EXW - Incoterms 2020) plus statutory value added tax and excluding packaging and other shipping, transport charges and customs duties.
- b) If there are more than four months between conclusion of the contract and delivery, without us being responsible for a delay in delivery, the price may be adjusted by us appropriately, taking into account any material, wage and other ancillary costs incurred. If the purchase price changes by more than 20%, the respective party charged is entitled to withdraw from the contract.
- c) Packaging shall be charged at cost price and shall only be taken back if we are obligated to do so by virtue of mandatory statutory regulations. Returns of transport packaging shall be made carriage paid and free of charge for us. The value of the transport packaging will not be credited.

4. Delivery time, force majeure, delay

- a) Unless a fixed date is expressly agreed, information on delivery times shall only be deemed to be approximate. The start of the delivery period requires clarification of all technical and commercial questions. The delivery period shall be deemed to have been met if the goods have left the factory or notification of readiness for dispatch has been given by the time the delivery period expires.
- b) The delivery period shall be extended appropriately, at least by the duration of the circumstances listed below, if delivery is delayed due to strike, lack of or late delivery to us or force majeure, such as production stoppages or restrictions due to forces of nature, pandemics or similar, or if the Purchaser delays or omits necessary or agreed cooperation. Changes to the delivered goods initiated by the Purchaser shall also lead to a reasonable extension of the delivery period. This shall not apply if these circumstances are culpably caused by us. We shall notify the beginning and end of such obstacles in important cases.
- c) Notwithstanding § 286 II, III of the German Civil Code (BGB), we shall only be in default if the Purchaser sends us a reminder. In the event of our default, the Purchaser shall only be entitled to rescind the contract after it has granted us a reasonable grace period for performance of the contract, at the same time announcing that it will refuse to accept the performance if the grace period is not met.

5. Shipping and transfer of risk

- a) Unless otherwise stated in the order confirmation, delivery ex works (EXW - Incoterms 2020) is agreed. In the event of shipment of the goods at the request of the Purchaser, the statutory provisions of § 447 of the German Civil Code (BGB) shall apply - even in the case of FOB (Free on Board - Incoterms 2020) or DDP (Delivery Duty Paid - Incoterms 2020). In all other respects, the risk shall pass after we give notice that the goods are ready for shipment. At the request of the Purchaser, we shall insure the transport; the Purchaser shall bear the costs of the insurance. Freight charges paid by us shall only be considered as a freight presentation made for the customer. Additional freight charges for express goods shall be borne by the customer, even if we have assumed the transport costs in individual cases.
- b) If no written freight instructions are given by the customer, the shipping route and means of transport shall be left to our choice - to the exclusion of any liability, in particular for the cheapest freight.
- c) Goods reported ready for shipment must be accepted immediately and will be invoiced as delivered ex works (EXW - Incoterms 2020). If the goods are shipped abroad or directly to third parties, inspection and acceptance must take place in our factory, otherwise the goods shall be deemed to have been delivered under contract to the exclusion of any complaint.

6. Outturn samples

Only in exceptional cases will outturn samples be produced. The Purchaser is obliged to notify us of their decision in writing immediately after receipt of the samples. In the event of failure to notify us in good time, any costs caused by machine downtime shall be borne by the Purchaser or parts produced in the meantime must be accepted as incurred.

7. Technical implementation

For pressed, stamped, drawn, bent and turned parts, delivery shall be made in quality and design in accordance with "DIN" standard and within the tolerances required by the material works for their deliveries, unless otherwise required in the Purchaser's production documents and confirmed by us in writing.

8. Tools

Models, molds and tools, which are made by us, become in any case our property without compensation, even if they have been paid for by the customer. We are under no obligation to hand them over or transfer them to the customer.

9. Designs and property rights

The Purchaser shall be solely responsible and liable for ensuring that the goods ordered by him do not infringe any third-party property rights known to us. We shall not carry out any verification in this respect. The Purchaser shall indemnify us against any claims for injunctive relief or damages by third parties. If a claim is made against us for injunctive relief, the Purchaser shall bear the costs of the proceedings and shall compensate us for the damage incurred by us.

10. Decrease and quantity tolerance

- a) In case of contracts with continuous delivery, the goods are to be taken in monthly quantities as evenly as possible during the contract period. In the event of untimely call-off, we shall be entitled, after setting a grace period to no avail, to carry out the division ourselves at our own discretion or to claim damages for non-performance.
- b) In the case of deliveries in large quantities, increases or reductions of up to 10% of the order quantity are permissible.

11. Terms of payment, set-off, retention

- a) Our invoices are due for payment immediately - irrespective of receipt of the goods and without prejudice to the right to notify defects - within 10 days of the invoice date with a 2% discount or within 30 days of the due date net. **Tool cost quota:** Net immediately after production release.
- b) If the Purchaser is in default, we shall be entitled to charge interest at a rate of nine percentage points above the base interest rate from the relevant date in accordance with Section § 288 (2) of the German Civil Code (BGB) and a cost penalty of € 40.00 in accordance with Section § 288 (5) of the German Civil Code (BGB).
- c) Offsetting, rights of retention and rights to refuse performance are excluded unless the offsetting claim is undisputed or has been legally established.

12. Retention of title

- a) We retain title to the delivered goods until payment has been made in full. The retention of title shall also apply until all claims, including future and conditional claims, arising from the business relationship between the Purchaser and us have been fulfilled.
- b) The Purchaser shall not be entitled to transfer ownership of the goods by way of security or to pledge the goods but shall be entitled to sell the goods subject to retention of title in the ordinary course of business. They hereby already assign to the supplier the claims arising from this against his business partners.
- c) If the goods are treated or processed by the Purchaser, the reservation of title shall also extend to the entire new item. The Purchaser shall acquire co-ownership to the fraction corresponding to the ratio of the value of its goods to that of the goods delivered by the Supplier.
- d) If the value of all securities existing for us exceeds the existing claims by more than 20% on a sustained basis, we shall release securities of our choice at the request of the customer.
- e) We are entitled to assert the rights of retention of title without withdrawing from the contract.
- f) We shall be entitled at any time to demand the surrender of the items belonging to us, and in particular to assert rights to separation and assignment of the claim to counter-performance in insolvency proceedings, if the fulfillment of our claims by the Purchaser is at risk, in particular if insolvency proceedings are instituted against the Purchaser's assets or if the Purchaser's financial circumstances deteriorate significantly. The assertion of the reservation of title as well as seizures of the delivery items by the supplier shall not be deemed a withdrawal from the contract.

13. Warranty and liability

- a) Claims for defects on the part of the Purchaser shall be subject to the condition that the Purchaser has duly complied with its obligations to inspect the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB).
- b) If the purchased item is defective, we shall be entitled to choose between subsequent performance in the form of rectification of the defect or delivery of a new item free of defects. In the event of rectification of the defect or replacement delivery, we shall be obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, insofar as these do not result from the fact that the purchased item has been taken to a place other than the place of performance.
- c) If the supplementary performance fails or is refused by the supplier, the Purchaser shall be entitled, at their option, to rescind the contract or reduce the purchase.
- d) Claims for defects shall not exist in the event of only insignificant impairment of usability.
- e) We shall be liable in accordance with the statutory provisions if the Purchaser asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of intentional breach of contract, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- f) We shall be liable in accordance with the statutory provisions if we culpably breach a material contractual obligation (cardinal obligation). In this case, our liability for damages is limited to the foreseeable, typically occurring damage.
- g) Insofar as the Purchaser is entitled to claim compensation for damage instead of performance, our liability of the supplier - also in the cases regulated in lit. c) shall be limited to the foreseeable, typically occurring damage.
- h) Indirect damage and consequential damage resulting from defects in the delivery item shall also only be compensable to the extent that such damage is typically to be expected when the delivery item is used for its intended purpose.
- i) Liability for culpable injury to life, limb or health shall remain unaffected; this shall also apply to mandatory liability under the German Product Liability Act.
- j) Unless otherwise stipulated above, our liability is excluded.
- k) The limitation period for claims for defects is 12 months, calculated from the transfer of risk. The limitation period in the case of delivery recourse according to §§ 438 para.1 No.2, 479 para.1, 634a of the German Civil Code (BGB) remains unaffected.

14. Joint and several liability

- a) Any further liability for damages than provided for in Section 13. shall be excluded - regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from culpa in contrahendo, from other breaches of duty or from tortious claims for compensation for property damage pursuant to § 823 German Civil Code (BGB).
- b) Insofar as liability for damages against us is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

Place of performance and jurisdiction

- a) The place of performance for all obligations arising from this contract is the registered office of our company; the place of jurisdiction is Plettenberg.
- b) All legal relations between us and the Purchaser shall be governed by German law, without regard to the conflict of law provisions, in addition to these terms and conditions. The provisions of the Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980 shall not apply.

Valid as of 02/2021