

General Terms and Conditions of Sale

(Terms of sale, delivery and payment)
(from 23 February 2022)

1 Definition

BLANK shall be the company named in the offer or, if there is an order confirmation, the company named in the order confirmation.
"Purchaser" shall be the company that accepts BLANK's offer or the company that submits an offer to BLANK to conclude a supply contract, which BLANK accepts.
"Product" means the item to be delivered on the basis of a contract concluded between the Purchaser and BLANK.

2 Scope

- 2.1 The following terms and conditions of sale apply only to companies, legal entities under public law and special assets under public law.
- 2.2 The following terms and conditions of sale shall apply exclusively; BLANK will not recognize any terms and conditions of the Purchaser that conflict with or deviate from these terms and conditions, unless they are terms and conditions of purchase in accordance with the recommendation of the German Association of the Automotive Industry (VDA) for General Terms and Conditions of Business for the Purchase of Production Material and Spare Parts intended for the Automotive Industry, in the version of 15 September 2015, or it has been expressly agreed to their validity in writing. The following terms and conditions shall also apply if BLANK carries out the delivery to the Purchaser without reservation in the knowledge that the Purchaser's terms and conditions conflict with or deviate from its own.
- 2.3 If the customer's terms and conditions correspond to the aforementioned VDA terms and conditions, these shall take precedence if they deviate from BLANK's terms and conditions.
- 2.4 These terms and conditions shall also apply to future contracts in the event of a continuous business relationship.

3 Review of requirements for products and services

- 3.1 If the Purchaser discloses to BLANK the intended use of the products or services ordered by the Purchaser, BLANK's offer is based on the assumption that the issues raised in the following questions are not relevant to the product requested by the Purchaser, unless the Purchaser has already provided BLANK with relevant information elsewhere. If one or more of the following questions are relevant, the Purchaser is obliged to point this out to BLANK before BLANK enters into an obligation towards the Purchaser.

Are there any requirements not mentioned in the inquiry regarding

- 3.1.1 the packaging and delivery of the product to the Purchaser (blister packaging, use of a specific packaging material, cleanliness requirements, handling of the customer's own load carriers);
- 3.1.2 the handling of the product at the Purchaser (robustness, shock and shake resistance, drop heights);
- 3.1.3 the storage of the product at the Purchaser's premises (insensitivity to environmental factors such as light, humidity, temperature, air pressure as well as inherent storage life of a product);
- 3.1.4 of production at the Purchaser;
- 3.1.5 the requirements for the product in the overall system (robustness, impact and shake resistance);
- 3.1.6 the influences of the product on its system environment;
- 3.1.7 the influences of the system environment on the product;
- 3.1.8 time factors such as wear or material fatigue in the specific shoring situation;
- 3.1.9 the influences of the overall system on the product;
- 3.1.10 the influences of the product on the overall system;
- 3.1.11 influences of the users of the overall system (e.g. soiled work clothes, gross motor use, below-average level of training of the users);
- 3.1.12 influences of legal regulations, insofar as they are known to the Purchaser;
- 3.1.13 influencing factors that deviate from the normally assumed use in spatial, temporal or technical terms or to which special reference should otherwise be made (e.g. climatic conditions, average period of use, jogging, shaking, vibration movements);
- 3.1.14 influencing factors resulting from the intended use under regional, climatic and legal conditions;
- 3.1.15 influencing factors that may have an effect on the function, functionality and/or service life with regard to the environment of the overall system of the Purchaser, insofar as they are not part of the scope of the order;
- 3.1.16 deviations of the Purchaser in the use of operating and auxiliary resources from a normally assumed quality and/or use of the operating and auxiliary resources;
- 3.1.17 requirements for the product to be supplied by BLANK within further shoring or further processing;
- 3.1.18 requirements regarding mechanical, thermal or electrical resilience, electrostatic compatibility, handling, which may require modification of the product;
- 3.1.19 requirement of specific interface parameters for validation, including test procedures, test methods and test equipment;

- 3.1.20 knowledge of the Purchaser of legal or official requirements that deviate from the requirements that are normally to be expected?

- 3.2 Deviating from IATF 16949 (as amended on 1 October 2016), section 8.4.2.2, and IATF 16949, section 8.6.5, the Parties agree that BLANK shall not be obliged to determine legal and regulatory requirements in the countries of destination named by the customer. This obligation shall be the sole responsibility of the customer.

4 Offers - offer documents, order confirmation

- 4.1 BLANK's offers are subject to change unless otherwise stated in the offer.
- 4.2 Orders can be accepted by BLANK within 6 weeks by order confirmation.
- 4.3 Contracts are not concluded until BLANK confirms the order (at least in text form) or with delivery.
- 4.4 Verbal assurances of properties, supplements, promises or ancillary agreements that go beyond the content of the written contract or amend these General Terms and Conditions of Sale to the detriment of BLANK shall only be effective if confirmed in writing by BLANK.
- 4.5 BLANK reserves the property rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to such written documents that are designated as "confidential". Disclosure to third parties requires the explicit written consent of BLANK.
- 4.6 The illustrations, drawings, weights and dimensions and tables belonging to the offer are always only approximate unless they are expressly designated as binding. No liability shall be assumed for deviations of the subject matter of the contract from these documents due to the design.
- 4.7 The DIN and EN standards apply for compliance with the dimensions. Furthermore, BLANK states dimensions and weights in its offers and order confirmations to the best of its knowledge. However, they are not guarantees of quality. Minor deviations, in particular additional or reduced weights due to foundry technology, do not entitle the Purchaser to complaints and claims for defects, unless otherwise agreed.

5 Prices, terms of payment

- 5.1 Unless otherwise stated, the prices stated in the contract are basic prices plus possible surcharges for energy and material price increase.
- 5.2 Unless a deviating INCOTERM clause has been agreed, all prices are EXW INCOTERMS 2020[®] plus the statutory value added tax at the time of invoicing. All ancillary costs, such as costs for freight, insurance, export, transit, import and other permits as well as certifications shall be borne by the Purchaser. Likewise, the Purchaser shall bear all types of taxes, duties, fees and customs duties for the transport.
- 5.3 If, after the conclusion of a contract, the total manufacturing costs change by more than 5% due to wage increases, energy price increases, customs duties or other costs, the share of costs included or not included in the originally agreed price may be adjusted in accordance with the change in costs. This shall not apply if the changes were made within 6 weeks of the conclusion of the contract. The claim for price adjustment shall become due at the moment when one party demands the price adjustment in writing. If the parties fail to reach agreement on the price adjustment, BLANK may terminate the contract in whole or in part with three months' notice. In order to maintain the originally agreed price, BLANK may also switch to alternative sources of supply. If, after a change in sources of supply, delivery to the Purchaser is only permissible after a new sampling, the Purchaser has to bear the costs of the sampling.
- 5.4 Unless expressly agreed otherwise, quotations and invoices shall be made in the currency of the supplying plant.
- 5.5 Costs for piece-related models and production equipment are always to be paid in advance, unless otherwise agreed.
- 5.6 Unless otherwise agreed, invoices are due upon receipt. Subject to revocation of the credit approval, invoices are payable net within 30 days of the invoice date. Insofar as a cash discount has been contractually agreed, the granting of a cash discount is subject to the settlement of all invoices due earlier.
- 5.7 Partial invoices shall be issued for partial deliveries. The payment periods shall run separately for each partial invoice.
- 5.8 For all means of payment, the date of receipt of payment is the date on which BLANK or third parties who have a claim against BLANK can finally dispose of the amount.
- 5.9 If the Purchaser is in default of payment of the purchase price, the outstanding amounts shall bear interest at [5] % points p.a. above the base interest rate; the right to claim higher interest and/or further damages shall remain unaffected.
- 5.10 The Purchaser is obliged to pay the purchase price and accept the goods in accordance with the contract. If the Purchaser fails to fulfil one of its obligations under this contract or the law, BLANK may retain all deliveries or services, without prejudice to its other legal claims.
- 5.11 If a binding order quantity has not been agreed, BLANK shall base its calculation on the non-binding order quantity (target quantity) specified by the Purchaser.

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- 5.12 If the customer takes delivery of less than the target quantity, BLANK shall be entitled to increase the unit price appropriately.
- 5.13 If BLANK has indisputably delivered partially defective goods, the Purchaser shall nevertheless be obliged to make payment for the defect-free part of the delivery, unless the partial delivery is of no interest to the Purchaser.
- 5.14 BLANK accepts bills of exchange or cheques only on account of performance, but not in lieu of performance and only after written agreement. BLANK's claim is only fulfilled on the day on which it can dispose of the countervalue without having to reckon with chargeback claims. Collection costs, discount and bill charges as well as interest shall always be borne by the Purchaser and are due for payment immediately.
- 5.15 The withholding of payments or offsetting against counterclaims is only permissible insofar as the counterclaims are undisputed or have been legally established.
- 6 Retention of title**
- 6.1 BLANK retains title to the delivery items until receipt of all payments arising from the business relationship with the Purchaser.
- 6.2 The assertion of the retention of title and the seizure of the delivery items by BLANK shall not be deemed to be a withdrawal from the contract unless this is expressly declared by BLANK in writing.
- 6.3 The Purchaser shall be entitled to resell the delivery items in the ordinary course of business; however, it hereby assigns to BLANK all claims in the amount of the purchase price agreed between BLANK and the Purchaser (including VAT) that accrue to the Purchaser from the resale, irrespective of whether the delivery items are resold without or after processing. The Purchaser shall be authorised to collect these claims after their assignment. However, if this is the case, BLANK may demand that the Purchaser disclose the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment.
- 6.4 The processing or transformation of the products by the Purchaser shall always be carried out for BLANK. If the delivery items are processed with other items not belonging to BLANK, BLANK shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other processed items at the time of processing.
- 6.5 If the delivery items are inseparably mixed with other items not belonging to BLANK, BLANK shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other mixed items. The Purchaser shall keep the co-ownership for BLANK.
- 6.6 The Purchaser may neither pledge the delivery items nor assign them as security. In the event of seizure or confiscation or other dispositions by third parties, the Purchaser must notify BLANK immediately and provide BLANK with all information and documents required to protect its rights. Enforcement officers or third parties must be informed of BLANK's ownership.
- 6.7 BLANK undertakes to release the securities to which it is entitled at the request of the Purchaser to the extent that the realisable value of the securities exceeds the claims to be secured by more than 10%. The selection of the securities to be released shall be incumbent on BLANK.
- 7 Scope of delivery, delivery time, delivery quantities, force majeure**
- 7.1 Compliance with agreed delivery and performance dates presupposes that all technical questions have been clarified and that payments or other obligations of the Purchaser are received or fulfilled in due time. If this does not happen, the deadline shall be extended accordingly. Delivery periods shall be suspended by redesigns and article changes requested by the Purchaser. They shall not start to run again until the changes have been approved by the Purchaser.
- 7.2 Unless otherwise agreed, compliance with the delivery date shall be determined by BLANK's notification that the goods are ready for dispatch or collection.
- 7.3 BLANK shall supply the Purchaser with products in accordance with its delivery possibilities.
- 7.4 Partial deliveries are permissible insofar as this does not result in any disadvantages for use.
- 7.5 The delivery period shall be extended if the Purchaser breaches the contract in a manner that impedes delivery, as well as by the duration of the impediment in the event of force majeure, strike, incapacity through no fault of the Purchaser and unfavourable weather conditions.
- 7.6 Production-related excess or short quantities are permissible within a tolerance of 10 percent of the total order quantity. The agreed total price shall change in accordance with their scope.
- 7.7 In cases of force majeure and all events beyond BLANK's control, such as natural disasters, pandemics, mobilisation, war, riots, strikes and lockouts, official import and export restrictions, unforeseen obstacles to production or deliveries - at BLANK or its subcontractors - the delivery period shall be deemed to be reasonably extended. BLANK will inform the Purchaser of the beginning and end of such circumstances as soon as possible.
- 7.8 In the case of framework agreements without agreement on term, production batch sizes, delivery quantities and call-off dates, BLANK may, unless otherwise agreed in writing, demand a binding determination thereof no later than 3 months after conclusion of the framework agreement at the latest. If the Purchaser does not comply with this request within 3 weeks, BLANK shall be entitled to set a 2-week grace period and, after its expiry, to withdraw from the contract and claim damages.
- 7.9 Change requests by the Purchaser shall extend the delivery period until BLANK has checked all technical issues and the feasibility of the changes. The delivery period shall be extended by the time required to implement the new specifications for production. If an ongoing production is interrupted by the change request, BLANK may bring forward and complete other orders. BLANK is not obliged to keep production capacities free during the delay.
- 7.10 If the Purchaser wishes tests to be carried out by BLANK, the type and scope of the tests shall be agreed. If this is not done before conclusion of the contract, the costs shall be borne by the Purchaser.
- 7.11 If a delivery is to be made on the basis of a sample prepared by BLANK, the Purchaser shall inspect and release this sample at BLANK's factory immediately after notification of the completion of the sample. If the release does not take place despite setting a reasonable grace period for reasons for which the Purchaser is responsible, the sample shall be deemed released. BLANK shall then be entitled to dispatch the sample or store it at the expense and risk of the Purchaser.
- 8 Dispatch, transfer of risk**
- 8.1 Unless otherwise stated in the order confirmation, delivery EXW INCOTERMS 2020[®] is agreed.
- 8.2 The decisive factor for compliance with the delivery date or delivery period is BLANK's notification that the goods are ready for dispatch or collection.
- 8.3 Unless otherwise agreed, goods notified as ready for dispatch must be taken over by the Purchaser without delay. If the Purchaser violates this obligation, BLANK shall be entitled, at its discretion, to ship the goods to the Purchaser at the Purchaser's expense or to store the goods on its premises or with third parties at the partner's expense and risk.
- 8.4 The risk shall pass to the customer in accordance with EXW INCOTERMS 2020[®]. If BLANK uses a processor and this processor delivers directly to the customer, EXW INCOTERMS 2020[®] shall apply at the processor's place of business.
- 8.5 The above provisions on the transfer of risk shall also apply if BLANK has exceptionally assumed other services, e.g. shipping costs or delivery.
- 8.6 If the goods are not delivered in accordance with EXW INCOTERMS 2020[®], the risk shall pass, unless otherwise agreed, when the goods are handed over to the first transport person.
- 9 Property rights**
- 9.1 The Purchaser undertakes to inform BLANK without delay of any claims of third-party property rights with regard to the delivered products and to leave the legal defence to BLANK. BLANK shall be entitled to carry out necessary changes at its own expense due to third-party property right claims, even in the case of goods that have been delivered and paid for.
- 9.2 If BLANK is prohibited from manufacturing or delivering by a third party with reference to a property right belonging to it, BLANK shall be entitled to stop work until the legal situation has been clarified by the Purchaser and the third party, unless BLANK is responsible for the infringement of the property right. If BLANK can no longer reasonably be expected to continue the order due to the delay, it shall be entitled to withdraw from the contract.
- 9.3 The Purchaser shall be liable to BLANK for ensuring that services provided are free of third-party property rights. He shall indemnify BLANK against all corresponding claims of third parties.
- 10 Liability for late delivery**
- 10.1 If BLANK does not fulfil its obligation to deliver the goods in accordance with the contract and if the underlying purchase contract is a transaction for delivery by a fixed date within the meaning of Section 286 (2) No. 4 of the German Civil Code (BGB) or Section 376 of the German Commercial Code (HGB) and the Purchaser's interest in further performance of the contract has not ceased, BLANK shall be liable in accordance with the statutory provisions unless it is not responsible for the breach of contract.
- 10.2 If BLANK fails to fulfil its obligation to deliver the goods in accordance with the contract, BLANK shall be liable in accordance with the statutory provisions if the Purchaser asserts claims for damages based on intent or gross negligence on the part of BLANK's representatives or vicarious agents. Insofar as BLANK is not accused of intentional breach of contract within the scope of this liability, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- 10.3 If BLANK fails to fulfil its obligation to deliver the goods in accordance with the contract, BLANK shall be liable in accordance with the statutory provisions if BLANK culpably breaches an essential contractual obligation. Insofar as BLANK is not accused of intentional breach of contract in this case, the liability for damages shall be limited to the foreseeable, typically occurring damage.

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- 10.4 Liability for culpable injury to life, body or health remains unaffected.
- 10.5 Unless otherwise stipulated above, any further liability for delayed delivery is excluded.
- 11 Liability for defects**
- 11.1 Insofar as a product is specified, it is free of material defects if recognized production-related tolerances are observed. The Purchaser may only refer to an intended use if this has been expressly agreed in writing.
- 11.2 The information and illustrations contained in brochures and catalogues are approximate values customary in the industry unless they have been expressly designated as binding by BLANK.
- 11.3 If BLANK has to deliver according to drawings, specifications, samples, etc. of the Purchaser, the Purchaser shall assume the risk of suitability for the intended use. The time of transfer of risk shall be decisive for the contractual condition of the goods.
- 11.4 Unless otherwise agreed by the parties, the goods are in conformity with the contract if the goods comply with the provisions of the country of dispatch. Normative requirements in countries other than the country of dispatch must be expressly agreed in writing.
- 11.5 BLANK shall provide no warranty for material defects caused by unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, normal wear and tear and faulty or negligent handling, nor for the consequences of improper modifications or repair work carried out by the Purchaser or third parties without its consent. The same applies to defects that only insignificantly reduce the value or suitability of the goods.
- 11.6 § 434 para. 3 sentence 1 no. 1, 2.a) and 4 BGB shall not apply insofar as these provisions contradict a contractually agreed quality.
- 11.7 § Section 434 (3) sentence 1 no. 2.b) BGB shall not apply if it is expressly stated in a quality agreement that the quality agreement deviates from public statements made by the seller or by another link in the contractual chain or on their behalf, in particular in advertising or on the label. This also applies if it is not specified in detail which public statements contradict the quality agreement.
- 11.8 If the parties have agreed on an initial sample test report, the test results reproduced in the test report shall take precedence over both the agreed quality within the meaning of Section 434 (2) No. 1 of the German Civil Code (BGB) and the objective requirements within the meaning of Section 434 (3) Sentence 1 No. 3 of the German Civil Code (BGB), provided that the initial sample test report has been released by the customer.
- 11.9 The usual condition according to § 434 para. 3 sentence 1 no. 2 BGB includes quantity, quality and other characteristics of the item including its durability, functionality, compatibility and safety, unless this is in contradiction to a contractual quality agreement.
- 11.10 BLANK must be notified of and complained about obvious defects without delay. If there is a defect for which BLANK is responsible, BLANK shall choose between rectification of the defect or replacement delivery. In the event of rectification, BLANK is obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport costs, travel costs, labour costs and material costs, insofar as these costs are not increased by the fact that the purchased item was taken to a place other than the place of performance. If BLANK chooses to rectify the defect, the Purchaser shall make the item available for rectification at the manufacturer's plant at BLANK's request.
- 11.11 If the supplementary performance fails, the Purchaser shall be entitled to demand rescission or reduction at its discretion.
- 11.12 If the Purchaser has installed the defective item in another item or attached it to another item in accordance with its type and intended use, BLANK shall be obliged within the scope of subsequent performance to reimburse the Purchaser for the necessary expenses for removing the defective item and installing or attaching the repaired or delivered defect-free item. The above shall not apply if BLANK can refuse the type of subsequent performance chosen by the Purchaser according to Section 439 (4) of the German Civil Code (BGB). BLANK may refuse the type of subsequent performance chosen by the Purchaser if, among other things, the costs of subsequent performance exceed 150% of the value of the goods in a defect-free condition.
- 11.13 BLANK shall be liable for defects in accordance with the statutory provisions if it has fraudulently concealed the defect or has assumed a guarantee for the quality of the item.
- 11.14 BLANK shall be liable for defects in accordance with the statutory provisions insofar as the Purchaser asserts claims for damages that are based on intent or gross negligence on the part of BLANK's representatives or vicarious agents. Insofar as BLANK is not accused of intentional breach of contract within the scope of liability for defects, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- 11.15 BLANK shall be liable for defects in accordance with the statutory provisions if it culpably breaches an essential contractual obligation. Insofar as BLANK is not accused of intentional breach of contract in this case, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- 11.16 Liability for defects due to culpable injury to life, body or health remains unaffected, as well as the liability under the Product Liability Act.
- 11.17 Unless otherwise stipulated above, liability for defects is excluded.
- 11.18 Claims in accordance with § 437 BGB (German Civil Code) shall become time-barred twelve months after the transfer of risk, unless the products in question have been used for a building in accordance with their customary manner of use and have caused the building to be defective.
- 11.19 The limitation period in the case of a delivery recourse according to §§ 478, 479 BGB remains unaffected; it amounts to five years, calculated from the delivery of the defective item.
- 12 Total liability**
- 12.1 BLANK shall be liable for further claims for damages - irrespective of the legal nature of the asserted claim, in particular for such claims arising from culpa in contrahendo, due to other breaches of duty or due to tortious claims for compensation for property damage pursuant to Section 823 BGB - in accordance with sections 11.10, 11.11 and 11.12. Any further liability is excluded.
- 12.2 Insofar as BLANK's liability for damages is excluded or limited on the basis of this clause, this shall also apply with regard to the personal liability for damages of BLANK's employees, representatives and vicarious agents.
- 12.3 An exclusion period of 18 months applies to the limitation of all claims that are not subject to the limitation period due to a defect in the item. It shall commence as of knowledge or as of the point in time from which the Purchaser would have to obtain knowledge of the damage and the person causing the damage without gross negligence.
- 13 Tools, equipment**
- 13.1 If the Purchaser provides BLANK with models or production equipment (e.g. foundry moulds, templates and core boxes) (hereinafter referred to as "equipment"), these shall be sent to BLANK free of charge. BLANK may demand that the Purchaser retrieve such equipment at any time. If he does not comply with such a request within 3 months, BLANK shall be entitled to return them to him at the expense of the Purchaser. The costs for maintenance and requested modifications shall be borne by the Purchaser.
- 13.2 The Purchaser shall be liable for the technically correct design and the execution of the equipment that ensures the production purpose; however, BLANK shall be entitled to make changes due to foundry technology. BLANK is not obliged to check the conformity of the equipment provided with the enclosed drawings or samples without a special agreement.
- 13.3 If BLANK manufactures or procures workpiece-related models or production equipment at the request of the Purchaser, the Purchaser has to reimburse BLANK for the costs incurred for this. If the full costs have not been charged, the Purchaser shall also bear the remaining costs if it does not purchase the number of units as promised when the contract was concluded. The models and production equipment manufactured or procured by BLANK shall remain the property of BLANK. They will be used exclusively for deliveries to the Purchaser during the term of the contract. If 3 years have passed since the last delivery, BLANK shall not be obliged to store them any longer.
- 13.4 If the Purchaser suspends or terminates the specific cooperation during the production period of the tools or operating equipment, all production costs incurred up to that time have to be borne by the Purchaser.
- 13.5 Unless expressly agreed otherwise in writing, the tools or equipment manufactured or procured by BLANK shall remain the property of BLANK.
- 13.6 If it is agreed that the Purchaser shall become the owner of the models and production equipment manufactured or procured by BLANK, ownership shall pass to the Purchaser upon full payment of the purchase price. The handover of the models and production equipment manufactured or procured by BLANK shall be replaced by the fact that the Purchaser leaves them to BLANK for use free of charge. The Purchaser may terminate this transfer relationship at the earliest 2 years after the transfer of ownership, unless otherwise agreed.
- 13.7 Tooling costs or tooling cost shares are always invoiced separately from the value of the goods. Unless otherwise agreed, they are to be paid with the sending of the first sample or, if such is not requested, with the first delivery of goods.
- 13.8 BLANK undertakes to store the tools or equipment for the Purchaser for a period of 3 years after the last delivery. If the Purchaser informs BLANK before the expiry of this period that orders will be placed within a period of up to one further year, BLANK shall be obliged to store the tools or equipment for this period. Otherwise, it may freely dispose of the tool or operating equipment.
- 13.9 All models and production equipment in BLANK's possession shall be treated by BLANK with the same care that it uses in its own affairs. At the request of the Purchaser, BLANK shall be obliged to insure the models and

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equipment owned by the Purchaser at the Purchaser's expense.

- 13.10 If deliveries are made according to drawings or other information provided by the Purchaser and if this infringes the property rights of third parties, the Purchaser shall indemnify BLANK against all claims in this respect.
- 13.11 The drawings and documents handed over to the Purchaser as well as suggestions for the advantageous design and manufacture of the castings may not be passed on to third parties and may be reclaimed by BLANK at any time. Licence claims of the Purchaser based on industrial property rights to models and production equipment sent in or produced or procured on his behalf are excluded insofar as these are used by BLANK in accordance with the contract.
- 13.12 If the Purchaser demands the surrender of a tool or operating equipment, it thereby simultaneously waives the supply of parts for the production of which BLANK requires the tool or operating equipment (e.g. series or spare parts). BLANK accepts this waiver.

14 Parts to be poured in

- 14.1 Parts intended for casting shall be delivered free of charge; they must be dimensionally accurate and ready for casting. Any necessary processing costs shall be borne by the Purchaser.
- 14.2 The number of pieces to be cast must adequately exceed the number of casting parts ordered.

15 Counterclaims, transferability

- 15.1 The Purchaser shall only be entitled to set-off rights if its counterclaims are legally established, undisputed or recognized by BLANK. Furthermore, the Purchaser is only entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.
- 15.2 The Purchaser may assign rights from contracts concluded with BLANK only with BLANK's consent.

16 BLANK's right of withdrawal, termination of unlimited contracts

- 16.1 In the event of an unforeseen event for which BLANK is not responsible and which significantly changes the economic significance or the content of the performance or has a significant effect on BLANK's operations and in the event of impossibility that subsequently becomes apparent for which BLANK is not responsible, BLANK shall be entitled to withdraw from the contract in whole or in part unless the Purchaser cannot be reasonably expected to accept a partial withdrawal. Further statutory rights of withdrawal shall not be affected by this provision.
- 16.2 The Purchaser will have no claims for damages due to such a withdrawal. If BLANK intends to make use of its right to withdraw from the contract, it shall notify the Purchaser thereof, even if an extension of the delivery period was initially agreed with the Purchaser.
- 16.3 Unlimited contracts can be terminated by BLANK with a notice period of 3 months.

17 Data protection

- 17.1 The Purchaser undertakes to obtain legally effective declarations from all persons who communicate with BLANK in its name or on its behalf, on the basis of which these persons declare their consent that BLANK may collect, store, process and use the personal data of these persons for the purposes of processing and handling business transactions already concluded and ongoing business, for initiating new contracts or for similar business contacts. Personal data in this context are in particular contact data such as: name, address, position in the company, telephone number, e-mail address, etc. as well as data on special knowledge, location and time details for meetings and similar data.
- 17.2 The Purchaser undertakes to obtain legally effective declarations from all persons who communicate with BLANK in its name or on its behalf, on the basis of which these persons expressly declare their consent that BLANK may transmit the personal data of these persons to third parties for the purposes of processing and handling business transactions already concluded and ongoing business, for initiating new contracts or for similar business contacts.
- 17.3 The Purchaser undertakes to obtain legally effective declarations from all persons who communicate with BLANK in its name or on its behalf, on the basis of which these persons expressly declare their consent that BLANK need only delete the personal data of these persons at the express request of the person concerned.
- 17.4 Legally effective within the meaning of the above provisions means that the Purchaser must self-actingly determine the prerequisites of an effective declaration required under data protection law and the general law of obligations.
- 17.5 If the Purchaser does not have the aforementioned declarations, it shall be obliged to expressly notify BLANK of this in writing.
- 17.6 If the Purchaser breaches the aforementioned duty to inform or if it subsequently turns out that the declarations obtained from the Purchaser are invalid in whole or in part, the Purchaser shall indemnify BLANK against

claims made by third parties against BLANK in connection with these breaches of contract. The statutory claims for damages to which BLANK is entitled in this context shall remain unaffected.

- 17.7 In all other respects, BLANK shall treat the Purchaser's personal data in accordance with the EU Data Protection Regulation and the Federal Data Protection Act.

18 Place of performance, place of jurisdiction, miscellaneous

- 18.1 Unless expressly agreed otherwise, BLANK's place of business shall be the place of performance.
- 18.2 The place of jurisdiction is the court responsible for BLANK. However, BLANK shall also be entitled to sue the customer at any other admissible place of jurisdiction.
- 18.3 If any provision of these terms and conditions or the part of any provision is or becomes invalid, the remaining provisions or the remaining part of the provision shall remain valid.

19 International contractor

If the Purchaser has its place of business abroad, the following shall apply in addition and, if applicable, in deviation from the aforementioned:

- 19.1 German law applies exclusively to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 19.2 The contractual language is German. Insofar as the contracting parties use another language in addition, the German wording shall take precedence.

Hint:

BLANK stores personal data of the Purchaser and complies with the statutory provisions. The data is stored for the purpose of processing and handling business transactions already concluded and ongoing business, for initiating new contracts or for similar business contacts.

The Purchaser and its employees may, within the scope of the statutory provisions, request information regarding the personal data stored about it or them by BLANK. Should the Purchaser or an employee of the Purchaser recognize a violation of applicable law in BLANK's conduct, he should contact BLANK directly. In the event of a justified complaint, BLANK will then immediately cease the infringement. A warning or legal action is not required in such cases. If the customer asserts the violation of applicable law by way of a warning or in court, BLANK points out that the customer shall bear the costs incurred thereby due to the lack of danger of repetition.