

General Terms of Delivery and Payment

Olbersdorfer Guß GmbH



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Section 1 Scope

- (1) Our General Terms of Delivery and Payment (hereinafter: Terms) apply for all our offers, in particular the manufacture of cast parts and other products of all kinds, as well as for other transactions and services. In the following, we as Olbersdorfer Guß GmbH are also referred to as "Contractor" and the ordering party is referred to as "Client," regardless of whether the respective agreements involve purchases, works, delivery, or services. These Terms do not apply for agreements with consumers in accordance with Section 13 of the German Civil Code (BGB).
- (2) Unless otherwise agreed, these Terms also apply for all future contracts of a similar nature between the parties without requiring us to reference them again in each individual case.
- (3) Our Terms apply exclusively. By submitting an order, including in verbal form or by telephone, the Client accepts these Terms as binding. Deviating, contradictory or supplementary General Terms and Conditions of the Client only become integral components of the contract if and to the extent that we have expressly accepted their validity in writing or they were otherwise mutually agreed in writing. This requirement applies in any case, for example even if the Contractor performs delivery to the Client without reservations despite having knowledge of Terms of the Client. Silence will not under any circumstances be considered as acknowledgement of or consent to the validity of Terms of the Client. Any such exceptions through our written consent to or agreement on the validity of Terms of the Client only applies for the specific order in each case, but not for subsequent orders.

Section 2 Review of the requirements for products and services

- (1) Insofar as the Client informs us of the purpose for which it intends to use the products or services that have been ordered, our offer is based on the assumption that the topics addressed in the following questions are not relevant for the product requested by the Client, unless the Client has already communicated corresponding information to us by another means. Should one or more of the following questions be relevant, the Client is obliged to inform us before we enter into an obligation to the party placing the order.

If requirements exist that are not mentioned in the request concerning

- (a) the packaging and delivery of the product at the premises of the Client (blister packaging, use of a specific packaging material, hygiene requirements, handling the load carriers of the Client);
- (b) handling of the product at the premises of the Client (sturdiness, resistance to impact and shocks, drop heights);
- (c) storage of the product at the premises of the Client (resistance to environmental factors such as light, moisture, temperature, air pressure as well as the inherent storage life of a product);
- (d) production at the premises of the Client;
- (e) the requirements for the product in the overall system (sturdiness, resistance to impact and shocks);
- (f) the influences of the product on its system environment;
- (g) the influences of the system environment on the product;
- (h) temporal factors such as wear or material fatigue in the specific installation situation;
- (i) the influences of the overall system on the product;
- (j) the influences of the product on the overall system;

- (k) influences caused by users of the overall system (e.g. dirty work clothing, heavy-handed use, below-average training status of users);
- (l) influences caused by legal provisions, insofar as the Client is aware of these;
- (m) influencing factors that differ from the typical intended use in terms of space, time, or technical factors or which otherwise require special reference (e.g. climatic conditions, average period of use, rattling, shaking, vibrating movements);
- (n) influencing factors that result from the intended use due to conditions of a regional, climatic, or legal nature;
- (o) influencing factors that could affect the function, functionality and/or service life with respect to the overall system environment of the Client, insofar as these are not included in the scope of the order;
- (p) deviations made by the Client concerning the use of operating materials and resources of a typical required quality and/or the use of operating materials and resources;
- (q) requirements for the product to be delivered to the Contractor in the context of further installation or further processing;
- (r) requirements concerning mechanical, thermal or electrical capacity, or electrostatic compatibility; handling that could make a product modification necessary;
- (s) the necessity of specific interface parameters for validation, including testing procedures, testing methods and testing tools;
- (t) the Client's knowledge of legal or official requirements that deviate from the typically expected requirements;

- (2) By way of derogation from IATF 16949 (in its version dated 1/10/2016) Section 8.4.2.2, and IATF 16949 Section 8.6.5, the Parties agree that we are not obliged to determine the legal and official requirements in the destination countries named by the Client. This obligation is exclusively the responsibility of the Client.

Section 3 Formation of the contract, contractual content

- (1) Our offers are subject to change and non-binding. We reserve the right to make changes to production and delivery, as well as prior sale. Cost estimates are not equivalent to offers.
- (2) Orders for goods submitted by the Client, which can occur in verbal, written, or text form (e.g. as a letter, email, or fax), are considered binding contract offers. Unless otherwise stated in the order, we are entitled to accept this contract offer within 14 days after receipt of the order.
- (3) Declarations of acceptance by the Contractor are submitted in written or text form as order confirmations. The declaration of the Contractor can also be given tacitly by performance of the order or delivery of the goods to the Client.
- (4) Documents belonging to an order, or information contained in our brochures and catalogues such as figures, drawings, diagrams, estimates, calculations, weight and dimension information, consumption and power details, as well as references to DIN standards are non-binding and merely approximate values typical for the industry unless they are expressly designated as binding in the order confirmation. The Contractor reserves the right to make modifications and improvements to the products contained in the non-binding orders, particularly concerning design, use of materials, and execution. The Contractor also reserves the right to make modifications to specifications that are bindingly agreed in the contract insofar as these remain within the standard commercial tolerances for quantity or quality.

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- (5) We retain the property rights and copyrights for all documents handed over to the Client. These documents may not be made accessible to third parties. This applies in particular to written documents that are designated as "confidential." Before handing them over to third parties, the Client must obtain our express written consent. The Contractor and Client will conclude a separate confidentiality agreement that governs the details for the transfer of confidential documents.
- (6) The Client is responsible for the completeness, accuracy and timeliness of the execution documents that are procured or prepared by the Client. If these were sent to us electronically, they are only binding if we have expressly confirmed their receipt in full. As a rule, technical consultations are not an integral component of the contract. These are only binding if they are expressly designated as integral components of the contract and are provided in writing. They do not release the Client from the obligation to use products of the Contractor appropriately and in a professional manner.

Section 4 Written form

- (1) The scope of delivery and additional contractual content are determined by the written order confirmation of the Contractor. As a rule, no verbal ancillary agreements exist upon issuing the order confirmation. Subsequent agreements, modifications and additions to the agreement require the written confirmation of the Contractor. This applies in particular to modifications of this clause.
- (2) Legally relevant declarations and notifications made by the Client with reference to the contract (e.g. setting deadlines, notice of defects, withdrawal or reduction) must be submitted in writing – that is, in written or text form.

Section 5 Prices and payment terms

- (1) The prices on which the offers and order confirmations are based are stated ex works plus the statutory VAT. All ancillary costs such as costs for packaging and transport as well as insurance, export, transport, import and other approvals and notarisations, and additionally for export deliveries all types of taxes, customs, duties and other public charges shall be borne by the Client and are not included in the prices stated above. For spare parts, the prices are listed without installation.
- (2) Unless otherwise agreed, payments must be made after delivery of the goods, or after acceptance, within 30 days of the invoice date without deducting a discount for early payment. Timeliness of payment is determined by receipt to our account. However, we are also entitled, at any time, even within the context of an ongoing business relationship, to carry out a delivery only in exchange for partial or full advance payment. We will declare any such reservation at the latest upon order confirmation. Costs associated with the payment will be borne by the Client. Discounts for early payment are only permitted in the case of separate written agreement.
- (3) Upon expiry of an impending payment deadline, the Client enters into default immediately. The purchase price accrues interest during the period of default at the current valid statutory default interest rate, for commercial business currently at 9 percent above the base interest rate. The right to assert default damages exceeding this remains expressly reserved. With respect to merchants, our claim to commercial maturity interest remains unaffected.
- (4) Cheques or bills of exchange are only accepted as conditional rather than actual payment. We are entitled to decline acceptance of cheques or bills of exchange without providing reasons. Our demand is only fulfilled from the date on which we can dispose of the equivalent value without having to expect charge-back claims. Collection costs, discount charges and bill of exchange charges as well as interest are always at the expense of the Client and become due for payment immediately.

- (5) For serial deliveries, long-term and call-off contracts as well as other long-term agreements, Section 9 of these Terms shall apply.

Section 6 Setting off, rights of retention and assignment

- (1) The Client is only entitled to rights of set-off or retention insofar as the claim of the Client is undisputed or established by a court of law. The Client is only entitled to a right of retention insofar as its counterclaim is based on the same contractual relationship.
- (2) For all rights and claims asserted by the Client against the Contractor, assignment or other transfers to third parties are excluded without the prior consent of the Contractor. This also applies for all future claims and rights. This does not apply for the assignment of monetary claims as long as a mutual commercial transaction is involved.

Section 7 Delivery deadlines, default of delivery, force majeure, partial deliveries

- (1) A time for delivery or service is only binding if we have expressly confirmed it as binding. Delivery and service times that are merely proposed and not bindingly agreed will be observed where possible.
- (2) A requirement for compliance with delivery or service times is that, at the time of the order confirmation, all technical and/or organisational details of the order are fixed in a binding manner. For the performance of services, an agreed performance period does not begin before the handover or unobstructed release of the object of service. The cooperation of the Client is required to this end. If the Client fails to fulfil its duties of cooperation, the delivery and service deadline is extended according to the delay caused by the Client. Reconstruction and article modifications requested by the Client cause delivery periods to be suspended. They only begin to run again once the modifications are approved by the Client. We reserve the right to plead non-performance of contract.
- (3) The delivery date is defined as the date of notification of readiness for shipment or the date of dispatch, depending on which is agreed. If shipment was agreed, the delivery deadlines and delivery dates refer to the time of handover to the forwarding agent, freight carrier or other third party engaged with transport.
- (4) If we enter into default, the Client can only demand lump-sum compensation for its default damages. The lump-sum compensation amounts to 0.3% of the net price (delivery value) for each complete calendar week of default, however this shall not exceed a total of 5% of the delivery value of the goods delivered late. We reserve the right to demonstrate that the Client incurred no damages whatsoever, or only damages significantly smaller than the aforementioned lump sum. In all other cases, Section 12 of these Terms applies for the liability of the Contractor.
- (5) The Contractor is not liable for inability to deliver or delays in delivery if these are caused by force majeure or other events that were not foreseeable at the time of concluding the contract and for which the Contractor is not responsible. These include, for example, disruptions to operation of any kind, difficulties in material procurement, transport delays, strikes, shortage of workers, energy, raw materials or incorrect or untimely delivery from suppliers despite concluding a congruent hedging transaction (availability of supplies and raw materials). Unforeseeable events also include, for example, discards, reworking and similar circumstances that make it impossible for the Contractor to deliver on time despite reasonable efforts. The Contractor will inform the Client promptly of these circumstances and, where possible, at the same time communicate the anticipated new delivery date. The Contractor is entitled to postpone delivery by the duration of the obstruction plus an appropriate lead time. If the Client cannot reasonably be expected to accept the delivery or service because of the delay, the Client may withdraw from the contract by submitting a prompt written declaration to the Contractor. If such events make the delivery or service significantly more difficult or

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impossible for the Contractor and the obstruction is not only of temporary duration, the Contractor is entitled to withdraw from the contract (in whole or in part).

- (6) The Contractor is only entitled to make partial deliveries if the partial delivery is appropriate for the Client within the context of the contractually intended purpose, the delivery of the remaining ordered goods is ensured and no significant extra effort or extra costs are incurred for the Client as a result (unless the Contractor declares its willingness to assume these costs).
- (7) Modification requests from the Client extend the delivery deadline until the Contractor has reviewed all technical aspects and the feasibility of the modifications. The delivery deadline is extended by the period that is necessary for the implementation of the new specifications for production. If the modification request causes ongoing production to be interrupted, the Contractor can give priority to and conclude other orders. The Contractor is not obliged to reserve production capacities during the delay.
- (8) If the Client wishes the Contractor to carry out testing, the nature and scope of the tests must be agreed. If this does not occur before the conclusion of contract, the costs will be borne by the Client.
- (9) If delivery is planned using a sample prepared by the Contractor, the Client must inspect and approve this sample on the premises of the Contractor in good time after notification of sample completion. If approval is not granted despite setting an appropriate grace period for reasons not owing to the Client, the sample will be deemed as approved. In this case, the Contractor is entitled to ship the sample or store it at the cost and risk of the Client.

Section 8 Place of fulfilment and transfer of risk, default of acceptance

- (1) The place of fulfilment for all obligations arising from the contractual relationship is the place of business of the Contractor. This also applies if the Contractor has exceptionally committed to assume the transport costs. At the request and cost of the Client, the goods will be shipped to a different destination (dispatch purchase). Unless otherwise agreed, the Contractor is entitled to determine the shipment method independently (in particular the transport company, shipping route and packaging).
- (2) The risk of accidental destruction and accidental deterioration of the goods is transferred to the Client no later than upon handover or upon default of acceptance by the Contractor. For dispatch purchases, however, the risk of accidental destruction and accidental deterioration of the goods as well as the risk of default is transferred upon delivery of the goods to the forwarding agent, freight carrier or other third party designated to carry out the shipment. If acceptance has been agreed upon, this determines the transfer of risk.
- (3) At the request and cost of the Client, the Contractor will insure the goods against transport damages and loss.
- (4) If the Client is in default of acceptance, the risk of accidental destruction and accidental deterioration of the goods is transferred to the Client no later than the moment when the delivery object is ready for dispatch and the Contractor has informed the Client of this fact.
- (5) The Client is obliged to accept the goods that have been notified as ready for dispatch without undue delay. If the Client fails to do so, the Contractor is entitled to choose either to dispatch the goods at the cost and risk of the Client or to store the goods at the cost and risk of the Client under standard shipping conditions.
- (6) If the Client is culpably in default of acceptance or culpably breaches other (cooperation) obligations, the Contractor is entitled to demand compensation for damages incurred in this regard pursuant to the statutory regulations.

Section 9 Serial deliveries, long-term and call-off contracts

- (1) The following clause applies in particular to contracts for multiple deliveries or other agreed partial deliveries, serial deliveries and call-off deliveries as well as other continuing obligations.
- (2) Contracts for an unlimited period of time can be terminated with a notice period of 6 months to the end of the month.
- (3) If the manufacturing costs change by a total of more than 5% after the conclusion of a contract, due to factors such as wage increases, energy price increases, customs or other costs, the share of costs that was included or not included in the originally agreed price can be adjusted according to the change in costs. This does not apply if the changes occurred within 6 weeks after conclusion of the contract. The claim to price adjustment becomes mature the moment one party requests the price adjustment in writing. If the parties fail to reach an agreement concerning the price adjustment, we may terminate the agreement in whole or in part within a period of three months. In order to maintain the originally agreed price, we may also resort to alternative procurement sources. If delivery to the Client after changing procurement sources is only permitted after new sampling, the Client will bear the costs of sampling.
- (4) Our prices are calculated by the Contractor based on the order quantities agreed between the Client and the Contractor. If no binding order quantities are agreed, the calculation of the Contractor is based on the agreed order quantity (target quantity) anticipated for a specific period of time. If the order quantity or target quantity is not reached, the Contractor is entitled to increase the price per unit appropriately. If the order quantity or target quantity is exceeded by mutual agreement, the Client can demand an appropriate price reduction as long as the Client indicates this in writing at least 2 months before the agreed delivery date. The amount of the price increase or reduction is determined based on the calculation bases of the Contractor.
- (5) For call-off delivery contracts, unless otherwise agreed, the Client must inform us of binding quantities at least 2 months before the call-off delivery date. Additional costs that are caused by a late call-off or subsequent changes to the call-off by the Client with regard to time or quantity shall be borne by the Client. In this regard, the calculation of the Contractor is authoritative.

Section 10 Liability for defects, testing procedure

- (1) For the rights of the Client in case of material and legal defects (including incorrect and short deliveries as well as improper installation or inadequate installation instructions), the statutory regulations apply unless otherwise stipulated in the following. In all cases, the special legal provisions for end delivery of the unprocessed goods to a consumer remain unaffected even if the consumer has carried out further processing. Claims of recourse against suppliers are excluded if the defective goods were further processed by the Client or another commercial entity, e.g. through installation into another product.
- (2) The basis of our liability for defects is the agreement reached concerning the quality of the goods. Insofar as a product is specified, it is free of material defects if acknowledged production-related tolerance values are observed. The information and figures provided in brochures, catalogues and the like are conventional approximate values unless we have expressly designated them as binding.
- (3) If the quality was not agreed in the specific case, the statutory regulations apply unless otherwise stipulated in the following. We do not accept liability for the suitability of goods for a particular application. In particular, no particular application is assumed. The Client can only base claims on an intended purpose of use if we have expressly agreed this in writing with the Client. We are only liable for public statements of the manufacturer or other third parties (e.g. marketing claims) insofar as the Client has informed us that these are a decisive factor for its purchase decision.

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- (4) Defect claims of the Client assume that the Client has fulfilled its legal duty to examine the goods and to give notice of defects. For construction materials and other goods intended for installation or other further processing, examination must occur directly before processing in any case. If a defect is detected during the examination or at any later time, the Contractor must be notified immediately in writing. Notification is deemed immediate if it occurs within 10 working days, whereby sending the notification on time is sufficient for observing the deadline. Independently of this obligation to examine the goods and give notice of defects, the Client must report evident defects (including incorrect or short delivery) immediately in writing, i.e. within 10 working days after delivery, whereby here sending the notification on time is also sufficient for observing the deadline. If the Client fails to carry out proper examination and/or notification of defects, the liability of the Contractor for defects that are not reported, or that are reported improperly or not on time according to the statutory regulations, is excluded.
- (5) If acceptance and/or initial sample inspection is agreed for the examination of freedom from defects, the scope and conditions must be stipulated in the agreement at the same time. If this does not occur, the acceptance or initial sample inspection will be carried out in the typical scope for the business and sector, according to the typical terms and specifications for the business and sector. Later notices of defects are excluded if they could have been detected and reported upon acceptance or initial sample inspection.
- (6) If the delivered item is defective, the Contractor may first choose whether to provide subsequent performance by eliminating the defect (rectification) or by delivering a defect-free item (replacement). The right of the Contractor to refuse subsequent performance under the statutory conditions remains unaffected.
- (7) The Contractor is entitled to make the owed subsequent performance dependent on the payment by the Client of the due purchase price. However, the Client is entitled to reserve an appropriate share of the purchase price in proportion to the defect.
- (8) The Client must allow the Contractor the necessary time and opportunity to carry out the subsequent performance owed, in particular by handing over the disputed goods for inspection purposes. In the case of replacement, the Client must return the defective item to the Contractor according to the statutory regulations. Subsequent performance does not include removing the defective item or installing it again if the Contractor was not originally obliged to carry out installation. The Contractor will only reimburse 10% of the appropriate costs for any required removal and reinstallation. Expenses that are not required for subsequent performance will not be reimbursed by the Contractor.
- (9) If goods are delivered to the Client as a replacement at the request of the Client before concluding the examination of the liability obligation of the Contractor for the disputed defect, which must be carried out within an appropriate period of time, the Contractor is entitled to bill the Client for the costs incurred as a result. An acknowledgement of a liability obligation for defects on the part of the Contractor is not associated with this delivery of goods as a replacement. As soon and insofar as it is determined that the Contractor has a liability obligation for defects, these costs will be credited to the Client.
- (10) In the event of an unjustified claim for the rectification of defects, the Contractor can demand reimbursement from the Client for the costs incurred as a result (in particular testing and transport costs), unless the lack of defects was not evident to the Client.
- (11) If subsequent performance has failed, an appropriate grace period set by the Client for subsequent performance has elapsed unsuccessfully, or this period is not required according to the statutory regulations, the Client may withdraw from the purchase contract or reduce the purchase price. However, there is no right of withdrawal if the defect is insignificant.
- (12) If it is undisputed that the Contractor delivered partially defective goods, the Client is nevertheless obliged to make payment for the defect-free part of the delivery, unless the partial delivery is not of interest to the Client.
- (13) Even in the case of defects, claims of the Client to compensation for damages or compensation for wasted expenditure only exist as defined by these Terms, and are otherwise excluded.
- (14) No defect claims exist insofar as the Client modifies the delivery object without the consent of the Contractor or engages third parties to carry out modification, and rectification of the defect is made impossible or unreasonably difficult as a result. If the Client makes the rectification of defects more difficult due to modifications of the delivery object carried out without the consent of the Contractor, the Client must bear the extra costs of defect rectification that are incurred because of the modification.
- (15) It will be assumed that no defect was present upon handover, and thus the Client will have no defect claims, if the Contractor can produce evidence demonstrating that the Client failed to follow the operating and maintenance instructions of the Contractor, carried out modifications to the delivery object, replaced parts or used consumables that do not comply with the original specifications. The Client is free to provide evidence to the contrary.
- (16) The Client has no defect rights for consumable and wearing parts as long as the Contractor has no liability pursuant to Section 12 of these Terms.
- (17) In the event of unsuitable or improper use, faulty installation or commissioning by the Client or third parties, natural wear, faulty or negligent handling, improper maintenance, use of unsuitable operating materials, faulty construction work, unsuitable installation site, chemical, electrochemical or electrical influences, as a rule, no defects are considered to exist that give rise to defect rights for the Client.

Section 11 Liability of the Client for violations of third-party rights

- (1) The Client is responsible for ensuring that, based on its statements, particularly in connection with the design, and subsequently the handover of documents or manufacturing equipment to us, no proprietary rights, copyrights, industrial property rights or other third-party rights are violated. On request, the Client must release us from third-party claims owing to the violation of such rights as well as the legal costs.
- (2) The Client is obliged to promptly inform us of claims to property rights asserted by third parties with respect to the delivered products and to cede the legal defence to us. We are entitled to make necessary changes at our own cost due to property rights asserted by third parties, including for delivered and paid goods.
- (3) If a third party forbids us from carrying out production or delivery by invoking a relevant property right, we are entitled to suspend work until the legal situation has been resolved by the Client and the third party, unless we are responsible for infringing the property right. If it is no longer reasonable for us to continue with the order because of the delay, we are entitled to withdraw.

Section 12 Other liability

- (1) Unless stated otherwise in these General Terms of Sale, including the following provisions, we are liable in case of a breach of contractual and non-contractual duties according to the statutory regulations.
- (2) We are liable for damages, regardless of the legal grounds, in the context of fault-based liability for wilful intent and gross negligence. We are only liable for simple negligence, notwithstanding statutory limitations of liability (e.g. care concerning internal matters, immaterial breach of duty)
 - (a) for damages due to injury of life, body or health,

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- (b) for damages due to the breach of an essential contractual obligation (cardinal duty). Cardinal duties are duties whose fulfilment makes the due performance of the contract possible in the first place and that the contracting party regularly relies on and may rely on for compliance with the contract. In this case, however, our liability is limited to compensation for foreseeable damages that typically occur with this type of contract;
 - (c) for damages according to the Product Liability Act, and
 - (d) if we have maliciously concealed a defect or have accepted a warranty for the quality of the goods.
- (3) The restrictions of liability resulting from the preceding paragraph (Section 12 Paragraph 2) also apply for breaches of duty by persons for whose fault we are responsible according to the statutory regulations (executive bodies, other legal representatives or employees or other agents).
- (4) The Client may only withdraw or terminate the contract due to a breach of duty that does not consist in a defect if we are responsible for the breach of duty. A free right of termination on the part of the Client is excluded. In all other cases, the statutory requirements and legal consequences apply.
- (5) In the event of default on the part of the Contractor, the amount of compensation for default damages is determined by Section 7 Paragraph 4 of these Terms.

Section 13 Period of limitation

- (1) The general period of limitation for claims to material and legal defects is one year after the delivery of the item. If acceptance has been agreed upon, the period of limitation shall begin upon acceptance.
- (2) Special statutory regulations regarding the period of limitation remain unaffected.
- (3) The above periods of limitation under the law governing the sale of goods also apply for contractual and non-contractual damage claims of the Client that are based on a defect in the goods, unless the application of the regular statutory limitation period would lead to a shorter period of limitation in the specific case. Damage claims of the Client that are not excluded pursuant to Section 12 Paragraph 2 of these Terms, however, lapse exclusively according to the statutory limitation periods.

Section 14 Reservation of title

- (1) The Contractor reserves ownership to the sold goods until complete payment of all present and future claims from the purchase contract and an ongoing business relationship, including interest and other ancillary costs (secured claims).
- (2) For the duration of the reservation of title, the Client is obliged, at its own cost, to secure the reserved goods against third-party intervention as well as to insure the reserved goods against fire or theft for the benefit of the Contractor, as well as to provide proof of this on request. Otherwise, the Contractor is entitled to independently take out corresponding insurance policies at the cost of the Client.
- (3) The Client hereby transfers to us any compensation and recourse claims against third parties or insurance companies. We accept this transfer.
- (4) The goods subject to reservation of title may not be pledged to third parties nor assigned as a security before full payment of the secured claim. The Client must promptly inform the Contractor in writing if an application to initiate insolvency proceedings is filed or insofar as third-party interventions (e.g. pledges) occur on the goods belonging to the Contractor. The Client is obliged to inform the pledgee of the existing reservation of title. If the third party is not able to reimburse us for the judicial or extra-judicial costs of a third-party action against execution that are incurred in this context, the Client is liable for these costs.

- (5) In the event that behaviour of the Client is in breach of the contract, particularly in case of non-payment of the due purchase price, the Contractor is entitled, in accordance with the statutory regulations, to withdraw from the contract and/or to demand return of the goods based on the reservation of title. A demand for the return of goods does not also imply a declaration of withdrawal; instead, the Contractor is entitled to solely demand the return of the goods and reserve the right of withdrawal. If the Client fails to pay the due purchase price, the Contractor may only assert these rights if the Contractor has previously given the Client an appropriate period for payment without success, or it is not necessary to set such a period according to the statutory regulations.
- (6) If maintenance and inspection work need to be conducted, the Client must carry these out at its own cost and in good time.
- (7) Until revocation, the Client is authorised according to Section 14 Paragraph 7 (c) below to resell and/or process the goods subject to reservation of title in the ordinary course of business. In this case, the following provisions apply additionally.
 - (a) The reservation of title extends to the full value of any products created through the processing, mixing or combination of our goods, whereby we are considered the manufacturer. If a third-party ownership claim remains in place after processing, mixing or combination with the third party's goods, we acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same applies for the created product as for the goods delivered subject to reservation of title.
 - (b) In turn, the Client is obliged to only assign the goods purchased subject to reservation of title in such a way that we remain the owner of the reserved goods. Notwithstanding this, we reserve the right to an extended reservation of title, which means that if the reservation of title lapses, it is superseded by the resulting claim. The Client hereby transfers to us, by way of a security, the claims against third parties resulting from resale of the goods or the product in their entirety, or in the amount of our co-ownership share where relevant, according to the above paragraph, including interests and costs. We accept this transfer. The obligations of the Client stated in Paragraph 2 also apply with respect to the transferred claims. The Client is obliged to inform us in writing of the resale.
 - (c) Apart from us, the Client remains authorised to collect the claim in its own name unless we revoke this authorisation in writing. We agree not to collect the claim as long as the Client fulfils its payment obligations to us, there are no impairments in the ability of the Client to perform, and we do not assert the reserved title by exercising one of the rights pursuant to Section 14 Paragraph 5 of these Terms. However, if this is the case, we can request the Client disclose the assigned claims and their debtors to us, provide all information required for collection, hand over the corresponding documents, and communicate the transfer to the debtors (third parties). Otherwise, in this case we are entitled to revoke the authorisation of the Client for resale and processing of the goods subject to reservation of title.
 - (d) If the realisable value of the securities exceeds our claims by more than 10%, we will release securities according to our choice at the request of the Client.

Section 15 Order-specific production equipment, parts to be cast

- (1) Order-specific production equipment such as models, templates, core boxes, chill-moulds, casting tools, devices and control calibres that are provided by the Client must be sent to us free of charge. We shall only check that the production equipment supplied by the Client is identical with the contractual specifications or drawings/samples handed over to us on the basis of express agreement. The Client is liable for the technically correct design

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and execution that safeguards the purpose of production with respect to the production equipment provided by the Client, however we may modify the equipment if this seems necessary for technical reasons and the workpiece is not affected thereby.

- (2) The Client bears the costs for the modification, maintenance and replacement of its production equipment.
- (3) The production equipment will be handled and stored by us with the same level of care and attention as we would give to our own property. We are not liable for accidental loss or deterioration of the production equipment. We may return any production equipment provided by the Client that is no longer required by us at the cost and risk of the Client, if the Client fails to respond to our request to retrieve such equipment within a reasonable term, or retain such equipment at the typical costs and destroy it after setting a reasonable deadline and warning.
- (4) If the Client requests the return of production equipment, the Client thereby at the same time foregoes the supply of parts for which we require the production equipment in order to manufacture (for example serial parts or spare parts). The Contractor accepts this waiver.
- (5) Order-specific production equipment that are constructed or procured by us on behalf of the Client shall remain our property even if the Client is invoiced a share of the costs. We will retain them for a period of 3 years after the last casting. If it is agreed by way of derogation from Sentence 1 that the Client becomes the owner of the equipment, ownership is transferred to the Client upon payment of the agreed price or share of the costs. The handover of equipment is replaced by the agreement concerning our duty of retention. The Client may terminate this retention arrangement no sooner than 2 years after the transfer of ownership, unless there is good cause for the termination.
- (6) If the Client suspends or terminates the specific collaboration during the period that we are manufacturing the production equipment, all manufacturing costs incurred up to that point in time will be borne by the Client.
- (7) Costs for production equipment are generally invoiced separately from the value of goods. Unless otherwise agreed, they must be paid upon shipment of the initial sample or, if an initial sample is not requested, with the first delivery of goods.
- (8) The Client grants us the rights required for contract performance to any existing ownership rights, copyrights or other industrial property rights. The Client may only assert claims resulting from the breach of copyrights or industrial property rights insofar as the Client informs us in writing that such rights exists and expressly reserves them, and insofar as the breach was not unavoidable in the course of contract performance. Apart from this, Section 11 of these Terms applies.
- (9) If rejects are produced when using production equipment which can only be used once, the Client must either provide new production equipment or bear the costs of replacement equipment.
- (10) Parts that are to be poured in must be delivered free of charge. They must be dimensionally stable and ready to pour. Required processing costs will be borne by the Client.
- (11) The number of pour-in parts must exceed the number of ordered castings to an appropriate extent.

Section 16 Force majeure and right of withdrawal, termination of contracts for an unlimited term

- (1) Neither party shall be liable for default or non-fulfilment of obligations resulting from this contract, and either party is entitled to suspend the fulfilment of their obligations resulting from this contract, if and insofar as this fulfilment is prevented or made unreasonably difficult by circumstances of force majeure that lie outside the control of this party (jointly "force majeure"). Circumstances of force majeure are considered to exist particularly in the following cases (as long as this circumstance lies outside the

control of the party and the party is not responsible): Measures of public authorities (lawful or unlawful), court order or injunction, fire, natural disasters, epidemics, pandemics, war, extensive military mobilisation, uprising, seizure, terrorism, sabotage, strike, restrictions of power supply, complete or considerable breakdown of IT or the IT network of a party, and delays in deliveries from subcontractors that are caused by such circumstances.

- (2) If a party is partly or entirely prevented from fulfilling its obligations under the agreement due to force majeure, this party will inform the other party in writing as soon as possible concerning the occurrence and anticipated end of these circumstances, and will keep the other party informed about the latest status of the affected party's efforts to prevent and/or minimise the impact of the force majeure event. If the Client is unable to fulfil its duties due to force majeure, the Client will compensate the Contractor for the expenses incurred for the storage and protection of the contractual objects.
- (3) If a party is unable to fulfil or completely fulfil an obligation under this contract due to force majeure for a period of more than 180 days, or if a party enters into default for more than 180 days due to force majeure, either party can withdraw from the contract by written notification to the other party. If the Contractor has already partly fulfilled the contract at the time of the force majeure event, the right of withdrawal of the Client is restricted to the unfulfilled part of the contract; in this case, the Contractor is entitled to remuneration for the fulfilled part of the contract according to the agreed prices of the already delivered contractual objects and other performed services.
- (4) The Client has no entitlement to damage claims due to such a withdrawal owing to force majeure.
- (5) Contracts for an unlimited period of time can be terminated by us with a notice period of 3 months.

Section 17 Confidentiality

- (1) Each contracting party agrees only to use all documents (including samples, models and data) and knowledge obtained from the business relationship for the mutually pursued purposes, and to maintain confidentiality with respect to third parties with the same care as for its own corresponding documents and knowledge, if and insofar as the other contracting party has designated it as confidential (confidential information). In particular, the contracting parties agree not to make confidential information available to third parties without the previous written consent of the other contracting party. Employees of the respective contracting party are not considered third parties.
- (2) The obligation of confidentiality and non-disclosure only applies to information that was not
 - (a) already general knowledge;
 - (b) already granted to the contracting party by the other party or its representatives on a non-confidential basis;
 - (c) made accessible to the contracting party by third parties on a non-confidential basis, unless the contracting party was aware that this third party was violating a confidentiality agreement with the other contracting party through its disclosure.
- (3) There is no obligation of confidentiality insofar as the contracting party is legally obliged to disclose confidential information in court, during official or other proceedings.
- (4) This obligation begins upon first receipt of the confidential information and ends 36 months after the end of the business relationship.

Section 18 Currency

All payments must be made in euros unless otherwise agreed in writing.

General Terms of Delivery and Payment

Olbersdorfer Guß GmbH



Section 19 Foreign trade law, export control

- (1) Fulfilment of the contract by the Contractor is subject to the condition that this fulfilment is not opposed by any obstacles due to national or international regulations of foreign trade law, in particular the EU Dual-Use Regulation, the German Foreign Trade Act and Foreign Trade Regulation, the US Export Control Law, embargoes, import restrictions and/or other sanctions, particularly for military equipment and dual-use goods (hereinafter referred to as "foreign trade law"). As foreign trade law is subject to constant changes and adjustments, it applies in its currently valid version to the contract and its performance.
- (2) The Client agrees to provide all information and documents required for export or transfer according to the applicable foreign trade law, and to comply with restrictions imposed by state authorities in import and export approvals, e.g. a re-export obligation. Furthermore, the Client agrees not to sell, export, re-export, deliver, pass on or otherwise make the deliveries accessible, either directly or indirectly, to persons, companies, institutions, organisations or in countries if this violates the applicable foreign trade law. On request, the Client is obliged to submit appropriate and complete information concerning the end use of the deliveries and services, in particular to draw up end use certificates on request and send the originals to the Contractor as evidence vis-à-vis the responsible state authorities.
- (3) If the Contractor is obstructed from on-time delivery or performance due to the duration of proper execution of a request, approval process or audit process under customs or foreign trade law, any agreed performance period is extended by the duration of the delay caused by these official proceedings.
- (4) If the authorisations or approvals required for fulfilment of the contract according to foreign trade law are not granted by the responsible authorities or are revoked, or other legal obstacles under foreign trade law permanently oppose fulfilment of the contract, the Contractor is entitled to withdraw from the contract in whole or in part. This also applies if such an obstacle to performance only occurs after conclusion of the contract. The Client is also entitled to a corresponding right of withdrawal. In the event that only a partial performance is affected by the obstacle to fulfilment, the Client may only withdraw from the entire contract if the Client cannot reasonably be expected to accept the potential partial performance. The customer is not permitted to assert damage claims due to the exercised right of withdrawal.

Section 20 Data protection

Insofar as one party processes personal data at the other party's request, all parties involved undertake to ensure strict compliance with the applicable regulations concerning the protection of personal data and will establish corresponding contractual regulations concerning data processing. The Client may withdraw consent to the processing of personal data by the Contractor at any time with future effect. If the Client does not have the necessary declarations of the persons whose data are processed, the Client is obliged to notify us expressly in writing. If the Client violates these duties, the Client must release us from claims that third parties assert against us in connection with these breaches of contract. The statutory damages claims to which we are entitled in this context remain unaffected. Apart from this, each party handles the other party's personal data in accordance with the EU General Data Protection Regulation and the German Federal Data Protection Act.

Section 21 Place of jurisdiction/applicable law

- (1) If the Client is a merchant within the meaning of the Commercial Code, a legal entity under public law, or a public-law special fund, the exclusive place of jurisdiction – even internationally – for all disputes arising directly or indirectly from the contractual relationship is the headquarters of the Contractor or the place of business of the branch office of the Contractor carrying out the delivery. The same applies if the Client is an enterprise. The Contractor is also entitled to file a suit at the general place of jurisdiction

of the Client. Higher-priority legal provisions, in particular concerning exclusive jurisdictions, remain unaffected.

- (2) For these General Terms of Delivery and Payment as well as the contractual relationship between the Contractor and the Client, the laws of the Federal Republic of Germany apply. For contracts with foreign clients that have their place of business or residence in another country, German law also applies exclusively. International uniform law, in particular the UN Convention on Contracts for the International Sale of Goods, shall not apply.

Section 22 Partial invalidity

Should individual provisions of these General Terms of Delivery and Payment be or become invalid, or contain regulatory gaps, this shall not affect the remaining provisions.