

General Terms and Conditions of Delivery and Payment of Carl Leipold GmbH

1. Validity

All our quotations, contracts, deliveries and other services (hereinafter "Delivery") will be governed without exception by the following Terms and Conditions of Delivery and Payment ("GTC") and the Technical Terms and Conditions of Delivery for Turned Parts of the German Turned Parts Industry Association, unless they are amended, supplemented or cancelled in individual points by separate written agreements. The GTC only apply if the customer is an entrepreneur (§14 BGB), a legal entity under public law or a special fund under public law. The GTC are binding for all current and future commercial transactions with the Client, even if no express reference is made to them. Derogating, conflicting or supplementary General Terms and Conditions of the Client will not apply even if we have not expressly objected to them.

2. Conclusion of contract

2.1. Our offers are subject to change and non-binding. This will still apply even if we have provided the Client with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - including in electronic form - to which we reserve ownership rights and copyrights; they may only be disclosed to third parties with our consent.

2.2. The order placed by the Client is deemed to be a binding contractual offer. Unless otherwise stated in the order, we will be entitled to accept this contractual offer within three (3) weeks of its receipt by us. Acceptance may be declared either in writing (e.g. by order confirmation) or by Delivery of the goods to the Client.

3. Delivery and Delivery time

3.1. The Delivery deadline will be agreed individually or specified by us on acceptance of the order. Delivery times - even if a Delivery date has been agreed with the Client - are only approximate to the extent that a deviation of up to two (2) weeks is possible, unless a fixed date has been expressly agreed in writing.

3.2. We are authorised to make partial deliveries to the extent that they are reasonable for the Client.

3.3. If we are unable to meet binding Delivery deadlines for reasons for which we are not responsible (non-availability of the service), we will inform the Client of this immediately and at the same time indicate the expected new Delivery deadline. If the Delivery is also not available within the new Delivery deadline, we are entitled to withdraw from the contract in whole or in part; we will immediately reimburse any consideration already paid by the Client. Non-availability of the service arises, for example, in the event of late delivery by our suppliers, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not required to procure in individual cases.

3.4. The occurrence of a Delivery delay on our part will be determined in accordance with the statutory provisions. In all cases, however, a reminder from the Client is required.

4. Dispatch, transfer of risk, packaging

4.1. If the goods are dispatched to the Client at the Client's request, the risk of accidental loss or accidental deterioration of the goods will pass to the Client when the goods are dispatched to the Client, at the latest when they leave the factory. This applies regardless of which party bears the freight costs.

4.2. If dispatch is delayed at the Client's request, the risk will pass to the Client on notification of readiness for delivery.

4.3. Unless otherwise agreed with the Client, we will charge the usual packaging for transport/shipping at cost price.

4.4. At the Client's request, we will take back, free of charge, used, completely emptied packaging of the same type, shape and size as the packaging we put into circulation, in accordance with the provisions of §15 of the Packaging Act (VerpackG).

5. Prices and terms of payment

5.1. Unless otherwise stated in the order confirmation and the following provisions, our current prices at the time of the Delivery date will apply, ex works, plus statutory VAT, excluding packaging, shipping, freight, postage and customs clearance costs, which will be invoiced separately. 5.2. We reserve the right to charge the costs for samples and test parts and the tools required for their production. Unless otherwise agreed, we will invoice the manufacturing costs of the tools required for series production. All tools will remain our property in all cases, even if their production costs are borne in whole or in part by the Client.

5.3. If Delivery is not scheduled to be made within four (4) months after conclusion of the contract, we will be entitled to adjust the prices quoted accordingly at our reasonable discretion in the event of an increase in the costs for which we are not responsible and which are decisive for the price calculation in the period between conclusion of the contract and Delivery. A price increase may be considered in particular if raw material, material, energy, labour or transport costs, taxes or duties increase or other changes in the legal framework lead to a changed cost situation or if the Client makes changes after the conclusion of the contract. If the price for the ordered goods increases in this case by 15% or more relative to the agreed price, the Client has the right to withdraw from the contract.

5.4. Unless otherwise agreed in writing, our invoices are due immediately and payable without deduction. The Client will be in default on expiry of the above payment deadline. During the period of default, interest will be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to make further claims for damages caused by delay. Our claim to commercial arrears interest (§353 HGB) against merchants remains unaffected.

5.5. We are authorised at any time, even within the framework of an ongoing commercial relationship, to make a Delivery in whole or in part only against advance payment. We will declare a corresponding reservation with the order confirmation at the latest.

5.6. The Client will only be entitled to set-off or retention rights to the extent that his claim has been legally established or is undisputed. In the event of defects in the Delivery, the Client's counter-rights in accordance with these GTC will not be affected.

6. Retention of title

6.1. We reserve title to the goods sold until full payment of all our current and future claims arising from the contractual relationship and the ongoing commercial relationship (secured claims).

6.2. The goods subject to retention of title may not be pledged to third parties or assigned as security until the secured claims have been paid in full. The Client must notify us immediately in writing if an application for insolvency proceedings has been made or if third parties seize the goods belonging to us (e.g. garnishments).

6.3. If the Client acts in breach of contract, in particular in the event of non-payment of the claim due, we will be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for surrender does not at the same time include a declaration of cancellation; we are rather entitled to demand only the return of the goods and reserve the right to cancel the contract. If the Client does not pay our due claim, we may only assert these rights if we have previously set the Client a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

6.4. The Client is authorised to resell and/or process the goods subject to retention of title in the ordinary course of commercial until revoked in accordance with (c). In this case, the following provisions will apply on a supplementary basis:

(a) The retention of title will extend to the full value of the products resulting from the processing, mixing or combining of our goods. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we will acquire joint ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same will apply to the resulting product as to the goods delivered subject to retention of title.

(b) The Client hereby assigns to us by way of security any claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible joint ownership share in accordance with (a). We accept the assignment. The duties of the Client set out in 6.2. will also apply with regard to the assigned claims.

(c) In addition to us, the Client remains authorised to collect the claim. We undertake not to collect the claim as long as the Client fulfils his payment duties to us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right in accordance with 6.3. If this is the case, however, we may demand that the Client informs us of the

assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the Client's authorisation to resell and process the goods subject to retention of title.

(d) If the realisable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the Client's request.

7. Guarantee

7.1. In the event of a breach of a contractual duty, the Client will be entitled to the statutory rights against us in accordance with the following provisions.

7.2. The Client will only be entitled to guarantee claims if he has fulfilled his inspection and complaint duties in accordance with §377 of the Commercial Code.

7.3. Production-related excess or short deliveries are permissible within a tolerance of 10% of the total order quantity without this constituting a defect. The total price will change accordingly.

7.4. In the event of a justified and timely notification of defects during the guarantee period, the Client will first give us the opportunity to sort out and remedy the defect or make a subsequent Delivery before commencing production (processing or installation); we will be entitled to choose the type of repair - remedy of the defect or delivery of a defect-free item. If the repair fails or if the

Client cannot reasonably be expected to accept further attempts at repair, the Client will be entitled to reduce the purchase price or withdraw from the contract.

7.5. If a claim is made against the Client by his purchaser or a consumer due to a defect in the delivered goods which was already present at the time of the transfer of risk or which was claimed by a consumer as the final purchaser, the Client's statutory rights of recourse against us in accordance with §§478, 479 of the Civil Code remain unaffected.

7.6. The Client may only make claims for damages under the conditions set out in §8 due to a defect if repair has failed or we refuse repair. This will not affect the Client's right to make further claims for damages under the conditions set out in 8.

7.7. Only the Client will be entitled to claims against us due to defects and these will not be assignable.

8. Liability

8.1. Unless otherwise stated in these GTC including the following provisions, we will be liable in the event of a breach of contractual and non-contractual duties in accordance with the statutory provisions.

8.2. We will be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of wilful intent and gross negligence. In the event of simple negligence, we will only be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), for

(a) damages resulting from injury to life, body or health,

(b) damages arising from the breach of a material contractual duty (an duty whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the Client regularly relies and may rely); in this case, however, our liability is limited to compensation for foreseeable, typically occurring damages.

8.3. The limitations of liability resulting from 8.2. will also apply to third parties and in the event of breaches of duty by persons (including in their favour) whose fault we are responsible for in accordance with statutory provisions. They will not apply if a defect has been fraudulently concealed or a guarantee has been given for the quality of the goods and for claims by the Client under the Product Liability Act.

8.4. The Client may only withdraw from or cancel the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. Any free right of cancellation on the part of the Client is excluded. Otherwise, the statutory requirements and legal consequences apply.

9. Statute of limitations

Notwithstanding §438 Para. 1 No. 3 of the Civil Code, the general limitation period for claims arising from material defects and defects of title is one year from Delivery. If acceptance has been agreed, the limitation period will commence on acceptance. This does not apply if the law prescribes longer periods, e.g. §§478, 479 of the Civil Code (supplier recourse), as well as in cases of injury to life, body or health, in the event of an intentional or grossly negligent breach of duty by us and in the event of fraudulent concealment of a defect or in the event of claims by the Client under the Product Liability Act.

10. Applicable law and legal venue

These GTC and the contractual relationship between us and the Client will be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. If the Client is a merchant within the meaning of the Commercial Code or an entrepreneur within the meaning of §14 of the Civil Code, the exclusive - including international - legal venue for all disputes arising from the contractual relationship will be our registered office in Wolfach. However, in all cases we are also entitled to bring an action at the place of fulfilment of the delivery duty or at the Client's general legal venue.