

General Terms and Conditions of Sale and Delivery (GTC) of DALHEIMER GmbH Rottenacker

Scope of application:

The following conditions apply only to merchants, legal entities under public law or a public law special fund.

I. Application

1. Orders only become binding once *DALHEIMER GMBH* has confirmed the order. Amendments and additions should be made in text form. All offers are non-binding unless they are designed as fixed offers.
2. These Terms and Conditions shall also apply to future transactions in the case of ongoing business relationships, even if they are not expressly referred to, provided that they were received by the Purchaser in connection with an order previously confirmed by the Supplier.
3. The customer's terms and conditions shall not apply unless they are expressly recognized by the supplier.
4. Should individual provisions be or become invalid, this shall not affect the validity of the remaining provisions.

II. Prices

1. In case of doubt, prices are ex works excluding freight, customs, import and export duties and packaging plus value added tax at the statutory rate.
2. If the decisive cost factors change significantly after submission of the offer or after confirmation of the order up to delivery, the supplier and purchaser shall agree on an adjustment of the prices and the cost shares for molds.
3. *DALHEIMER GMBH* is not bound by previous prices for new orders (= follow-up orders).

III. Delivery and acceptance obligation

1. Delivery periods shall commence upon receipt of all documents required for the execution of the order, the down payment and the timely provision of materials, insofar as these have been agreed. The delivery deadline shall be deemed to have been met upon notification of readiness for shipment if shipment is delayed or impossible through no fault of the supplier.
2. If an agreed delivery deadline is not met due to the fault of *DALHEIMER GMBH*, then, unless it has acted with gross negligence or intent, the purchaser is entitled to demand compensation for delay or to withdraw from the contract after the expiry of a reasonable grace period, to the exclusion of further claims. The compensation for delay shall be limited to a maximum of 5% of that part of the delivery which has not been made in accordance with the contract. Withdrawal is excluded if the customer himself is in default of acceptance. The customer reserves the right to provide evidence of higher damages.
3. Reasonable partial deliveries and reasonable deviations from the order quantities of up to plus/minus 10% are permissible.
4. In the case of call-off orders without an agreement on duration, production batch sizes and acceptance dates, *DALHEIMER GMBH* may demand a binding specification of these no later than three months after order confirmation. If the customer does not comply with this request within three weeks, we are entitled to set a two-week grace period and to withdraw from the contract and/or demand compensation for damages after this period has expired.
5. If the customer does not fulfill his acceptance obligations, *DALHEIMER GMBH* shall not be bound by the regulations on self-help sales, without prejudice to other rights, but may rather sell the delivery item by private treaty after prior notification of the customer.
6. Events of force majeure shall entitle us to postpone delivery for the duration of the hindrance and a reasonable start-up period, or to withdraw from the contract in whole or in part due to the unfulfilled part of the contract. Strikes, lockouts or unforeseeable, unavoidable circumstances, e.g. operational disruptions, which make it impossible for us to deliver on time despite reasonable efforts, are equivalent to force majeure; *DALHEIMER GMBH* must provide proof of this. This also applies if the aforementioned hindrances occur during a delay or at a subcontractor.

The customer may request *DALHEIMER GMBH* to declare within two weeks whether it wishes to withdraw from the contract or deliver within a reasonable period of grace. If *DALHEIMER GMBH* does not make a declaration, the customer may withdraw from the unfulfilled part of the contract.

DALHEIMER GMBH will inform the customer immediately if a case of force majeure as described in paragraph 1 occurs. It must minimize the customer's inconvenience as far as possible, if necessary by handing over the moulds for the duration of the obstruction.

IV. Packaging, shipping, transfer of risk and default of acceptance

1. Unless otherwise agreed, we shall select the packaging, shipping method and shipping route.

2. The risk shall also pass to the customer in the case of carriage paid delivery when the goods leave the supplier's works. In the event of delays in dispatch for which the customer is responsible, the risk shall already pass upon notification of readiness for dispatch.

3. At the written request of the customer, the goods shall be insured at his expense against risks to be specified by him.

V. Retention of title

1. The deliveries remain the property of *DALHEIMER GMBH* until all claims to which the supplier is entitled against the customer have been settled, even if the purchase price for specially designated claims has been paid. In the case of a current account, the reserved title to the deliveries (reserved goods) shall serve as security for the supplier's balance invoice. If, in connection with the payment of the purchase price, a liability of the supplier under a bill of exchange is established, the retention of title shall not expire before the bill of exchange has been honored by the buyer as drawee.

2. Treatment or processing by the customer is carried out to the exclusion of the acquisition of ownership in accordance with § 950 BGB on behalf of the supplier; the supplier becomes co-owner of the item thus created in accordance with the ratio of the net invoice value of his goods to the net invoice value of the goods to be treated or processed, which serves as reserved goods to secure the claims of *DALHEIMER GMBH* in accordance with paragraph 1.

3. In the event of processing (combining/mixing) with other goods not belonging to the Supplier by the Purchaser, the provisions of §§ 947, 948 BGB shall apply with the consequence that the Supplier's co-ownership share in the new item shall now be deemed to be reserved goods within the meaning of these terms and conditions.

4. The purchaser is only permitted to resell the goods subject to retention of title in the ordinary course of business and on condition that he also agrees a retention of title with his customers in accordance with paragraphs 1 to 3. The customer is not entitled to dispose of the reserved goods in any other way, in particular by pledging them or transferring them by way of security.

5. In the event of resale, the customer hereby assigns to *DALHEIMER GMBH* all claims arising from the resale and other justified claims against his customers with all ancillary rights until all claims of *DALHEIMER GMBH* have been fulfilled. At the request of *DALHEIMER GMBH*, the customer is obliged to immediately provide *DALHEIMER GMBH* with all information and documents required to assert the supplier's rights against the customer's customers.

6. If the goods subject to retention of title are resold by the Purchaser after processing in accordance with paragraph 2 and/or 3 together with other goods not belonging to the Supplier, the assignment of the purchase price claim in accordance with paragraph 5 shall only apply to the amount of the invoice value of the Supplier's goods subject to retention of title.

7. If the value of the securities existing for the supplier exceeds the supplier's total claims by more than 10%, the supplier shall be obliged to release securities of the supplier's choice at the customer's request.

8. The supplier must be notified immediately of any seizure or confiscation of the reserved goods by a third party. Any resulting intervention costs shall in any case be borne by the customer, unless they are borne by third parties.

9. If the supplier makes use of his retention of title in accordance with the above provisions by taking back goods subject to retention of title, he shall be entitled to sell the goods on the open market or have them auctioned. The goods subject to retention of title shall be taken back at the proceeds obtained, but at most at the agreed delivery prices. Further claims for damages, in particular loss of profit, remain reserved.

VI. Liability for material defects

1. The quality and design of the products shall be determined by the samples, which shall be submitted to the customer for inspection by the supplier on request. The reference to technical standards serves to describe the performance and is not to be interpreted as a guarantee of quality.

2. If the Supplier has advised the Customer outside the scope of its contractual performance, it shall only be liable for the functionality and suitability of the delivery item if it has given express prior assurance.

3. Notification of defects must be made in writing without delay. In the case of hidden defects, the complaint must be made immediately after discovery. In both cases, unless otherwise agreed, all claims for defects shall lapse twelve months after the transfer of risk. Insofar as the law germ. § 438 para. 1 no. 2 BGB, 479 para. 1 BGB and § 634a para. 1 no. 2 BGB prescribes longer periods, these shall apply.

4. In the event of a justified notice of defect - whereby the reference samples released in writing by the customer determine the expected quality and design - the supplier is obliged to provide subsequent performance. If he does not fulfill this obligation within a reasonable period of time or if he

If a rectification fails despite repeated attempts, the purchaser is entitled to reduce the purchase price or withdraw from the contract. Further claims, in particular claims for reimbursement of expenses or damages due to defects or consequential damages, shall only exist within the scope of the provisions of VII. Replaced parts shall be returned to the Supplier freight collect upon request.

5. Unauthorized reworking and improper handling shall result in the loss of all claims for defects. Only in order to prevent disproportionately large damage or in the event of delay in the rectification of defects by the Supplier shall the Purchaser be entitled, after prior notification of the Supplier, to rectify the defect and to demand reimbursement of the reasonable costs incurred.

6. Normal wear and tear shall not give rise to any warranty claims.

7. Recourse claims in accordance with §§ 478, 479 BGB only exist if the claim by the consumer was justified and only to the statutory extent, but not for goodwill arrangements not agreed with the supplier and presuppose compliance with the obligations of the party entitled to recourse, in particular compliance with the obligation to give notice of defects.

VII. General limitations of liability

In all cases in which the supplier is obliged to pay compensation for damages or expenses in deviation from the above conditions on the basis of contractual or statutory claims, he shall only be liable insofar as he, his executive employees or vicarious agents are guilty of intent, gross negligence or injury to life, limb or health. Liability regardless of fault in accordance with the Product Liability Act remains unaffected. Liability for culpable breach of material contractual obligations shall also remain unaffected; however, liability in this respect shall be limited to the foreseeable damage typical for the contract, except in the cases of sentence 1. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

VIII. Terms of payment

1. All payments are to be made in € (EURO) exclusively to the supplier.

2. Unless otherwise agreed, the purchase price for deliveries or other services is payable with a 2% discount within 10 days and without deduction within 30 days of the invoice date. The granting of a discount is subject to the settlement of all undisputed invoices due earlier. No discount shall be granted for any payments by bill of exchange.

3. If the agreed payment date is exceeded, interest shall be charged at the statutory interest rate of 8% above the respective prime rate of the ECB, unless the supplier can prove higher damages. The purchaser reserves the right to prove lower damages.

4. We reserve the right to refuse checks or bills of exchange. Checks and rediscountable bills of exchange shall only be accepted on account of performance; all associated costs shall be borne by the customer.

5. The customer may only offset or assert a right of retention if his claims are undisputed or have been legally established.

6. Sustained non-compliance with terms of payment or circumstances which give rise to serious doubts as to the creditworthiness of the Purchaser shall result in all claims of the Supplier becoming due immediately. Furthermore, in this case the supplier is entitled to demand advance payments for outstanding deliveries and to withdraw from the contract after a reasonable period of grace has expired without success.

IX. Molds (tools)

1. The price for molds also includes the costs for one-time sampling, but not the costs for testing and processing equipment or for changes requested by the customer. Costs for further sampling for which the supplier is responsible shall be borne by the supplier.

2. Unless otherwise agreed, the Supplier is and remains the owner of the molds manufactured for the Customer by the Supplier itself or by a third party commissioned by it. Molds shall only be used for orders of the Purchaser as long as the Purchaser meets its payment and acceptance obligations. The supplier is only obliged to replace these molds free of charge if they are required to fulfill an output quantity guaranteed to the customer. The Supplier's obligation to store the molds shall expire two years after the last delivery of parts from the mold and prior notification of the Customer.

3. If, as agreed, the customer is to become the owner of the molds, ownership is transferred to him after full payment of the purchase price. The handover of the molds to the customer shall be replaced by storage in favor of the customer. Irrespective of the Purchaser's legal claim for surrender and of the service life of the molds, the Supplier is entitled to exclusive possession of the molds until the termination of the contract. The supplier shall mark the molds as third-party property and insure them at the customer's request and expense.

4. In the case of molds owned by the customer in accordance with paragraph 3 and/or molds made available by the customer on loan, the supplier's liability with regard to storage and care shall be limited to the care described in

own affairs. Costs for maintenance and insurance shall be borne by the customer. The supplier's obligations shall expire if the customer does not collect the molds within a reasonable period of time after completion of the order and a corresponding request. As long as the customer has not fulfilled his contractual obligations in full, the supplier shall in any case have a right of retention to the molds.

X. Provision of materials

1. If materials are supplied by the customer, they must be delivered in good time and in perfect condition at the customer's expense and risk with an appropriate quantity surcharge of at least 5%.

2. If these conditions are not met, the delivery time shall be extended accordingly. Except in cases of force majeure, the customer shall also bear the resulting additional costs for interruptions in production.

XI. Industrial property rights and defects of title

1. If DALHEIMER GMBH has to deliver according to drawings, models, samples or using parts provided by the customer, the customer is responsible for ensuring that the industrial property rights of third parties in the country of destination of the goods are not infringed as a result. The Supplier shall inform the Purchaser of any rights known to him. The Purchaser shall indemnify the Supplier against third-party claims and pay compensation for the damage incurred. If the Supplier is prohibited from manufacturing or delivering by a third party with reference to a property right belonging to it, the Supplier shall be entitled - without examining the legal situation - to suspend the work until the legal situation has been clarified by the Purchaser and the third party. If the Supplier can no longer reasonably be expected to continue the order as a result of the delay, it shall be entitled to withdraw from the contract.

2. Drawings and samples provided to DALHEIMER GMBH which have not led to an order will be returned on request; otherwise the customer is entitled to destroy them three months after submission of the offer. This obligation shall apply to the customer accordingly. The party entitled to destroy them must inform the contractual partner of his intention to destroy them in good time in advance.

3. DALHEIMER GMBH is entitled to the copyrights and any industrial property rights, in particular all rights of use and exploitation of the models, molds and devices, drafts and drawings designed by it or by third parties on its behalf.

4. If there are other defects of title, No. VI. shall apply accordingly.

XII. Place of fulfillment and jurisdiction

1. The place of fulfillment is Rottenacker.

2. The place of jurisdiction is, at the discretion of the supplier, Ulm or the registered office of the purchaser, also for proceedings involving documents, bills of exchange and checks.

3. German law shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (BGB 1989 p. 586) for the Federal Republic of Germany (BGB 1990 p.1477) is excluded.

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