

General Terms and Conditions of Deloro Wear Solutions GmbH

Preliminary note

The following supply and payment terms shall apply as a supplement to current legislation and form the basis of our supply and service contracts. Our General Terms and Conditions only apply to businesses as defined under § 310 (1) of the German Civil Code (BGB).

1. Conclusion of a contract

- 1.1 We remain legally bound to our offers for a period of 30 days.
- 1.2 A contract shall only come into effect with written order confirmation from us. The contents of the contract are determined solely by the contents of the order confirmation and by these General Terms and Conditions. The conditions set out herein may only be amended when expressly agreed to in writing.
- 1.3 Contrary to clause 1.1, we remain legally bound to offers for the supply of movable items, which do not require any planning or installation services, for a period of 14 days. In these cases, a contract shall come into effect when the customer accepts our written offer. A separate order confirmation is not required in this case.
- 1.4 All deviations or supplements on behalf of the customer or in the order confirmation shall be rejected if they have not been expressly accepted in writing. Any deviating terms and conditions of the customer shall not be accepted.
- 1.5 An order, which has been confirmed in writing by us, is binding unless otherwise confirmed by us in writing.

2. Prices

- 2.1 Prices are deemed to be fixed only on written order confirmation by us and with the reservation that the order details on which the order confirmation is based remain unchanged. All prices are ex-works (Koblenz) in euros and include the statutory VAT rate valid at the time of delivery.
- 2.2 Packaging, postage or freight, insurances and other costs related to dispatch are not included and will be invoiced separately.
- 2.3 Any alterations made to the item in question at the request of the purchaser after the order has been successfully confirmed will be invoiced to the customer.

3. Delivery amounts, delivery dates

- 3.1 Any surplus or short deliveries of up to 10% of the ordered amount caused by production are permissible and will result in a corresponding increase or decrease of the invoiced amount.
- 3.2 We are entitled to make partial deliveries.
- 3.3 The delivery dates stated by us refer to the dispatch date of the goods. They are deemed to be observed if the goods leave the works on this date or if the purchaser is informed of readiness to deliver.
- 3.4 The agreed delivery date always applies after clarification of all technical and commercial details. In this respect, they are generally unconfirmed delivery dates. They are only binding delivery dates if they have been confirmed in writing to the purchaser as such.
- 3.5 If any actions of the purchaser are required for the production of the goods or for effecting delivery, the delivery period only begins with the complete execution of these actions by the purchaser.
- 3.6 If delivery dates are exceeded, the purchaser is to grant a reasonable extension of not less than three weeks.
- 3.7 The delivery periods will be appropriately extended in the case of measures connected with force majeure, operational stoppages and similar unforeseen circumstances which are outside the supplier's control. In these cases, the purchaser in particular is not entitled to withdraw from the contract and/or claim damages.
- 3.8 We deliver FCA (Incoterms 2020).

4. Warranty

- 4.1 The warranty period is one year, starting upon delivery of the goods. The statutes of limitations defined in § 438, 1 (2) and § 634a, 1 (2) of the German Civil Code (BGB) remain unaffected.
- 4.2 The purchaser is to check the goods for perfect condition immediately after delivery. Obvious defects are to be reported to us in writing immediately, at the latest one week after receipt of the goods. If obvious defects are not reported, not reported in time or not correctly reported, the warranty no longer applies in this respect.
- 4.3 Other defects are to be reported to us immediately, at the latest one week after detection.
- 4.4 The warranty does not cover minor defects which do not affect the value, the suitability or the usability of the goods to a major extent.
- 4.5 We are entitled to carry out the required fulfilment at our own discretion. This means that we decide whether defects are to be repaired or new deliveries are to be made. If the attempt to repair or replace goods fails, we are entitled to repeat the attempt. In this case, we also get to decide whether to repair or replace the defective goods.
- 4.6 The purchaser has to grant us a period of at least 30 days to fulfil warranty claims resulting from this.

5. Breaches of obligation

- 5.1 We are only liable for breaches of obligations if the accusation of intentional or grossly negligent breach of obligation can be aimed at us, our legal representatives or auxiliary persons. This limitation of liability shall not apply in cases of damage to life, body or health caused by us, our legal representatives or auxiliary persons. The limitation of liability shall also not apply in the case of the negligent breach of material contractual obligations (so-called cardinal obligations), whereby our obligation to pay compensation is restricted to damages typical of this type of contract. Material contractual obligations are those obligations which are absolutely necessary for the proper performance of the contract in the first place and on the fulfilment of which the customer regularly relies and may rely.

5.2 We are not generally liable for breaches of obligation which result from work performed according to drawings, documents or samples checked by the purchaser and approved by him as production documents. We do not accept any responsibility for the design and correctness of the reproduced documents. However, we are obliged to inform the purchaser without delay of the infeasibility of the technical implementation of the documents – in as far as this can be ascertained.

6. Intellectual property rights of third parties

The purchaser represents and warrants to us that products/goods to be manufactured by us in accordance with the purchaser's specifications do not infringe intellectual property rights of third parties (e.g. copyright, design, patent, utility model). Should such intellectual property rights nevertheless be infringed, the customer will indemnify us from claims for damages by third parties.

7. Payment conditions

- 7.1 Unless otherwise agreed, all invoices are due immediately and without deductions.
- 7.2 If the payment terms are not met, we shall be entitled to charge interest at a rate of 9 percentage points above the base interest rate of the European Central Bank, whereby it is still possible to prove at any time that greater damages have been caused by the delay.
- 7.3 Bills of exchange are not accepted. Cheques are only accepted for the sake of performance and with the reservation that the amount is credited.
- 7.4 If the purchaser is in arrears with payment due to us from the present or other contracts, we are entitled to refuse further fulfilment of the contract.
- 7.5 If claims for payment are considerably jeopardised, we are entitled to demand advance payments or sufficient guarantees.
- 7.6 If the purchaser refuses to make advance payments or provide guarantees, we are entitled to withdraw from the contract and assert claims for compensation.
- 7.7 Irrespective of a contrary stipulation of the purchaser, payments received redeem first costs, then interest and last the principal claim. In the case of more than one claim, the oldest is redeemed first.
- 7.8 An offset or assertion of a right to reserve payment against our claims is only possible with such claims which are determined to be indisputable or legally binding or which entail mutuality of obligation with respect to the customer's claims.

8. Reservation of title

- 8.1 All goods supplied remain our property until all of our existing claims against the purchaser up to the date of invoice have been fully paid.
- 8.2 If the reserved goods are processed or reworked, we shall be entitled to (co-)ownership in the resulting product to the value of the state of the reserved goods before they were processed or reworked.
- 8.3 The purchaser may only resell the reserved goods within the normal course of business. If the purchaser resells the reserved goods, he shall cede the claim vis-à-vis the acquirer to us at the time of resale. The purchaser is to oblige the acquirer to make payment directly to us with regard to the obligation of payment resulting from the resale. Exceptions to this must be previously agreed in writing between us and the purchaser.
- 8.4 All other dispositions regarding the reserved goods, in particular using them as security or pledging, are not permitted.
- 8.5 If foreclosure is made on the assets of the purchaser and this involves the reserved goods, we are to be informed immediately in writing, including all required details (enforcement office, file number) and, if applicable, enforcement reports.
- 8.6 Items supplied by us to the purchaser which are not part of the scope of performance as such (e.g. drafts, design drawings, tools etc.) remain our property. We can demand their return at any time. An assertion of a right to reserve payment against our claims is only possible with such claims which are determined to be indisputable or legally binding.

9. Place of fulfilment and court of jurisdiction

- 9.1 The place of fulfilment is Koblenz.
- 9.2 The court of jurisdiction is Koblenz. However, at our discretion, we are also entitled to file suit against our customer at the location of his general place of jurisdiction.
- 9.3 German law shall apply exclusively with the exception of the law concerning the international purchase of movable items.

10. Notwithstanding anything contained herein to the contrary and as permitted to the fullest extent of applicable laws and regulations, we shall not be liable hereunder to the purchaser or any third party for indirect, consequential, special, punitive or incidental damages (including, without limitation, lost profits) even if advised of the possibility of such damages. Furthermore, the purchaser's exclusive and sole remedy under these terms and conditions is the value of the repair or replacement of non-conforming goods provided by us to the purchaser for which the purchaser actually provides payment to us.

11. Final provisions

If any provision of this contract should be invalid, all other provisions of this agreement shall continue in effect. The invalid provision is to be replaced by a valid one which most closely corresponds to the economic purpose of the provision which it replaces.

All declarations which affect the validity of the contractual relationship must be made in writing. An alteration of the requirement for the written form must in turn be made in writing.