General Terms and Conditions of Sale and Delivery Delbrouck GmbH

I. Applicability, Validity, Conflict with Third-Party Terms and Conditions, Conclusion of Contract

1. The following terms and conditions apply only to traders, legal entities governed by public law or special funds governed by public law (hereinafter: "customer").

2. Our deliveries, services and quotations are provided exclusively on the basis of these General Terms and Conditions of Sale and Delivery, regardless of whether the specific case involves a contract of sale, a contract for work and services, a contract for work and materials, or any other contractual relationship. This also applies to all future transactions.

3. We do not agree to the incorporation of the customer's general terms and conditions, even if we do not expressly object in individual cases or carry out deliveries or provide services.

II. Conclusion of the contract

1. Our quotations are subject to change and non-binding, unless they are expressly stated as binding. This also applies where we have provided the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, cost estimates, references to DIN standards), other product descriptions or documents – including in electronic form – in respect of which we reserve ownership rights and copyright.

2. The customer's order for the goods is considered a binding quotation to enter into a contract. Unless otherwise stated in the order, we are entitled to accept this quotation within 14 days of receiving it.

3. Acceptance may be declared either in writing (e.g. by means of an order confirmation) or by delivering the goods to the customer.

III. Information, technical documentation, moulds and tools, transport

1. If we provide the customer with technical documentation or other information about our products, such as illustrations or technical drawings, the customer may only use these for the purpose intended by us and must not make them available to third parties, with the exception of government authorities and courts.

2. We retain ownership and copyright of such documents. At our request, the customer must return them to us immediately and free of charge or destroy them.

3. Unless otherwise agreed, moulds and other tools remain our property even if the customer bears the costs thereof.

4. The price for moulds also includes the cost of a single sample, but does not include the cost of testing and machining fixtures, nor the cost of any changes requested by the customer. We will bear the cost of any further samples for which we are responsible.

5. Moulds manufactured for the customer by us or by a third party commissioned by us remain our property, unless otherwise agreed. They will be used exclusively for the customer's orders, provided that the customer duly fulfils his payment and acceptance obligations. We are only obliged to replace such moulds free of charge if this is necessary to ensure that the output quantity promised to the customer is met. Our obligation to retain records ends two years after the last delivery of parts from the relevant mould, provided that we have notified the customer in advance.

6. Where it has been agreed that ownership of the moulds is to pass to the customer, such transfer of ownership will only take place once the agreed purchase price has been paid in full. In this case, the handover is replaced by our safekeeping on behalf of the customer. Notwithstanding the statutory right to claim return of the goods and the service life of the moulds, these remain exclusively in our possession until the contract is terminated. We mark the moulds as the customer's property and insure them at his request and expense.

7. In the case of moulds as referred to in clause 6 above, and in the case of moulds provided on loan by the customer, we are only liable for their storage and maintenance to the same standard of care as we would apply to our own affairs. The customer bears the maintenance and insurance costs. Our obligation to store the moulds ceases if the customer fails to collect them within a reasonable period of time after the order has been completed and a request to do so has been made. Until the customer has fully fulfilled their contractual obligations, we retain a right of retention over the moulds.

8. We only use Euro pallets and disposable pallets for the transport of our products, which are available either on an exchange basis or for purchase.

IV. Provision of materials

1. If the customer is required to provide materials, these must be delivered at their own expense and risk, with a reasonable quantity allowance of at least 5%, in good time and in perfect condition.

2. If the customer provides insufficient or defective materials, or provides them late, the customer will bear the resulting additional costs, including those arising from production stoppages, except in cases of force majeure. In such cases, the delivery time will also be extended to the extent and for as long as the proper and timely performance of our services is thereby affected.

V. Prices, Terms of Payment

1. All payments must be made in € (EUR) exclusively to us.

2. Unless otherwise agreed, the purchase price for deliveries and other services is payable in full within 30 days of the invoice date.

3. In case of doubt, prices are quoted ex works, excluding freight, customs duties, import duties and packaging, plus VAT at the statutory rate.

4. If the relevant cost factors change significantly after the quotation has been submitted or the order confirmed, but before delivery, the supplier and the purchaser will agree on an adjustment to the prices and the cost shares for moulds.

5. If it has been agreed that the price is to be based on the weight of the parts, the final price is determined by the weight of the approved prototypes.

6. The supplier is not bound by previous prices for new orders (i.e. follow-up orders).

VI. Set-off and retention

The customer may only set off our claims arising from this contract against undisputed claims or claims that have been finally and conclusively established, or assert a right of retention.

VII. Time of performance, default, place of fulfilment, partial delivery

1. Delivery periods only commence once we have agreed with the customer on all the details of the order and all the terms and conditions of the transaction. Delivery periods do not commence until receipt of the materials and components to be provided by the customer, the deposit to be paid by the customer, and the documents, approvals and technical specifications to be provided by the customer, as well as the customer's approval. An agreed delivery date is postponed by the period by which these conditions are met late.

2. If there is a delay in the performance of our obligations, we will not be deemed to be in default provided that this is due to circumstances which we could not have foreseen or prevented despite exercising the care that could reasonably be expected, and which we are unable to overcome by taking reasonable measures.

3. In the case of call-off orders where no agreement has been reached regarding the duration, batch sizes or delivery dates, we may require a binding commitment regarding these matters no later than three months after the order has been confirmed. If the customer fails to comply with this request within three weeks, we are entitled to set a two-week grace period and, upon its expiry, to withdraw from the contract and/or claim damages.

4. The place of fulfilment for our deliveries and services is Menden.

5. We are entitled to provide partial delivery.

VIII. Packaging, risk Assumption, dispatch and acceptance

1. Unless otherwise agreed, we select the type and extent of packaging, the method of dispatch and the route of dispatch.

2. Risk passes at the supplier's respective place of loading. This applies even if we bear the shipping costs or arrange for delivery. We are not obliged to insure the goods against transport damage. Upon written request by the customer, the goods are insured at the customer's expense against risks to be specified by the customer.

3. The customer must accept the goods delivered, even if they are defective, without prejudice to his rights.

4. Packaging will be taken back in accordance with the Packaging Act; packaging for international deliveries outside the Federal Republic of Germany is excluded from this and will not be taken back.

IX. Damage during transport

The customer must report any damage or loss caused during transport without delay and leave the consignment undisturbed so that it can be inspected as soon as possible. This also applies if damage caused during transport only becomes apparent when the goods are unpacked or at a later date.

X. Notification of defects and warranty

1. The customer is obliged to comply with their obligations under section 377 of the German Commercial Code (HGB).

2. We are liable to ensure that the goods are of the agreed quality. The quality of the goods is determined solely by the relevant product description or specification as agreed. Unless expressly agreed otherwise, we do not, in particular, guarantee that the goods are suitable for the use intended by the customer.

3. If our goods are defective at the time of transfer of risk, we will remedy the defect, at our discretion, either by rectifying the defect or by delivering goods free from defects in exchange for the defective goods. Replaced parts become our property.

4. Delivery quantities that vary by up to plus or minus 10% of the agreed order quantity do not constitute a defect.

5. Unauthorised repairs and improper handling will result in the loss of all claims for defects. The customer is entitled to carry out repairs, subject to our prior notification, and to claim reimbursement of reasonable costs only in order to prevent disproportionately large damage or in the event of a delay on our part in rectifying the defect.

6. Claims for recourse under Sections 478 and 479 of the German Civil Code (BGB) only apply insofar as the consumer's claim was justified and only to the extent provided for by law; they do not apply to goodwill gestures not agreed with us, and are subject to the party entitled to recourse fulfilling its own obligations, in particular the obligation to give notice of defects.

7. Claims for damages or reimbursement of wasted expenditure are, even in the event of defects, governed solely by clause XI and are otherwise excluded.

XI. Compensation and the limitation period

1. Unless otherwise provided for in individual agreements or in these General Terms and Conditions of Sale and Delivery, including the following provisions, we are liable for breaches of contractual and non-contractual obligations in accordance with statutory provisions, but such liability is limited to the value of the defective or missing goods.

2. We are liable for damages – regardless of the legal basis – under the principle of fault-based liability in cases of wilful misconduct and gross negligence. In cases of ordinary negligence, we are liable only subject to a lower standard of liability in accordance with statutory provisions (e.g. regarding the standard of care required in one's own affairs) only

   a) for damages resulting from injury to life, limb or health,
   b) for damages arising from a material breach of a fundamental contractual obligation (i.e. an obligation the fulfilment of which is essential for the proper performance of the contract and on the observance of which the other party regularly relies and is entitled to rely); in such cases, however, our liability is limited to compensation for foreseeable, typically occurring damage.

3. The limitations of liability set out in clauses 1 and 2 also apply in the event of breaches of duty committed by, or for the benefit of, persons for whose negligence we are liable under statutory provisions. These provisions do not apply if we have fraudulently concealed a defect or have given a guarantee as to the quality of the goods, nor do they apply to claims made by the customer under the Product Liability Act.

4. Notwithstanding Section 438(1)(3) of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title is one year from the transfer of risk.

5. The limitation period set out in clause 4 also applies to the customer's contractual and non-contractual claims for damages arising from a defect in the goods, unless the application of the standard statutory limitation period (sections 195 and 199 of the German Civil Code (BGB)) would result in a shorter limitation period in the specific case. However, the customer's claims for damages pursuant to clause 2, sentences 1 and 2(a), and under the Product Liability Act are subject exclusively to the statutory limitation periods.

XII. Force majeure

1. If, as a result of an event of force majeure, either party is unable to fulfil its contractual obligations, or is unable to fulfil them in full or on time, or if this is foreseeable, the affected party will immediately inform the other party in writing of the nature of the event and the likely impact on its contractual obligations, in particular on the provision of services. The following circumstances, in particular, are considered force majeure: acts of war or hostilities; sabotage; natural disasters; pandemics; epidemics; power, internet or telecommunications failures beyond the control of the parties, as well as cyber-attacks for which the parties are not responsible; fire, explosion or flooding for which the parties are not responsible; labour disputes lasting longer than six weeks and not caused by the parties' fault.

2. The party affected by an event of force majeure will be excused from fulfilling its contractual obligations for as long as the event of force majeure persists. This does not apply if the affected party has failed to fulfil its duty to provide information.

3. A party prevented from fulfilling its contractual obligations by an event of force majeure is obliged to make every reasonable effort to minimise, as far as possible, the impact of the event of force majeure on its contractual obligations.

4. As soon as the event of force majeure has ended or its end is in sight, the affected party will inform the other party and resume fulfilment of its contractual obligations.

XIII. Retention of title, security

1. We retain title to the goods delivered by us until full payment of the price and all other claims arising from the business relationship with the customer has been made.

2. Any processing or treatment of the goods subject to retention of title by the customer is carried out free of charge on our behalf, without this giving rise to any obligation on our part; the new item becomes our property. Where the goods are processed together with other goods not belonging to the customer, we acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title relative to the value of the other goods; where the goods are combined, mixed or blended with other goods, we acquire co-ownership in accordance with the statutory provisions. If the customer acquires sole ownership through combination, mixing or blending, they hereby transfer to us co-ownership in proportion to the value of the goods subject to retention of title relative to the value of the other goods at the time of combination, mixing or blending. In the above cases, the customer must store the item, which is owned or co-owned by us and which also constitutes goods subject to retention of title within the meaning of the following provisions, free of charge.

3. The customer hereby assigns to us, in advance, all claims arising from the resale of the goods subject to retention of title, to the full value of such goods, together with all ancillary rights. The same applies if the goods subject to retention of title are stored on a third party's premises as an integral part thereof. If the goods subject to retention of title are jointly owned by us, the claims will be assigned to us in an amount corresponding to the value of our share of the total value. The assignment in advance also extends to any outstanding balance arising from the current account. The customer is authorised to collect the debt.

4. Provided that the customer fulfils their obligations to us, they are entitled to dispose of the goods subject to retention of title in the ordinary course of business and subject to retention of title, provided that the claims referred to in clause 3 have been validly transferred. Extraordinary dispositions such as pledges, transfers by way of security and any assignments are not permitted. We must be notified immediately of any third-party claims against the goods subject to retention of title or assigned claims, in particular seizures.

5. If the customer is more than one week in arrears with a payment owed to us, or if their financial circumstances deteriorate – in particular if they suspend payments – our claims become due immediately and any deferral of payment ceases. In such cases, we are entitled to take possession of the goods subject to retention of title and to revoke the authorisation to dispose of them. The customer is obliged to surrender the goods, excluding any rights of retention. The return and seizure of the goods subject to retention of title by us does not constitute a withdrawal from the contract. All costs associated with the return and disposal of the goods are borne by the customer; we are entitled to sell the goods on the open market. Upon request, the customer must immediately provide us with a list of the claims assigned to us in accordance with clause 3, as well as all other information and documents necessary for us to assert our rights, and must notify the debtor of the assignment.

6. We undertake to release collaterals of our choice to the extent that its realisable value exceeds the total amount of our claim arising from the business relationship by more than 15%.

7. If the retention of title or the assignment is not valid under the law of the country in which the goods are located, the retention of title or the assignment is deemed to have been agreed as the next best security in that country. If the customer's cooperation is required in this regard, they must take all legal steps necessary to establish and maintain such rights.

XIV. Third-party property rights

1. If we are to deliver according to drawings, models, samples or using parts provided by the customer, the customer has to ensure that this does not infringe any third-party intellectual property rights in the country of destination. We will inform the customer of any rights of which we are aware. The customer must indemnify us against any claims by third parties and compensate us for any loss or damage incurred. If a third party prohibits us from manufacturing or supplying goods on the grounds of a property right held by them, we are entitled – without examining the legal situation – to suspend work until the legal situation has been clarified between the customer and the third party. Should the delay render it unreasonable for us to continue with the order, we are entitled to withdraw from the contract.

2. We will return any drawings and samples provided to us that have not resulted in an order to the customer upon request; otherwise, we are entitled to destroy them three months after the quotation has been submitted. This obligation applies to the customer in the same way. The party authorised to destroy the documents must inform the other party of their intention to do so in good time.

3. We are entitled to the copyright and, where applicable, industrial property rights, in particular all rights of use and exploitation, in respect of the models, moulds and fixtures, designs and drawings created by us or by third parties on our behalf.

XV. Confidentiality

1. The customer will keep any information provided by us that is subject to confidentiality – such as drawings, documents, findings, samples, production tools, models, data carriers, etc. – strictly confidential; will not disclose it to third parties without our written consent; and will not use it for any purposes other than those specified by us. This applies accordingly to reproductions. This obligation does not apply to information which was already lawfully known to the recipient upon receipt without any obligation of confidentiality, or which subsequently becomes lawfully known to the recipient without any obligation of confidentiality; nor does it apply to information which – without any breach of contract by either party – is or becomes generally known, or for which the recipient has been granted written permission for other use. The customer may not use his business relationship with us for advertising purposes without our prior written consent.

2. We reserve all rights, including ownership and all other rights (e.g. copyright), in the information we provide. Copies may only be made with our prior written consent. Ownership of the copies passes to us upon their production. It is hereby agreed between the customer and us that the customer stores the copies on our behalf. The customer has to keep the documents and items provided to him, as well as any copies thereof, safe and secure at his own expense, maintain them in good condition and insure them, and, at our request, return them or destroy them at any time. He is not entitled to a right of retention, for whatever reason. The full return or destruction must be confirmed in writing.

3. In the event of a breach of the obligations set out in this section, a contractual penalty of €25,000.00 will be payable immediately for each instance of non-compliance. The customer reserves the right to seek a court ruling on the reasonableness of the amount of the contractual penalty. Any contractual penalties paid will be credited towards claims for damages.

XVI. Export control

1. The buyer complies with applicable export control and sanctions regulations.

2. The buyer provides us, without delay and without being asked, with all information necessary for us to comply with export control regulations.

3. Performance of the contract is subject to the condition that it does not contravene the applicable export control regulations. In such a case, we are entitled to withdraw from the contract.

XVII. Sustainability in the supply chain

1. The Buyer is obliged to take preventive measures, both in relation to its own business operations and in relation to the subcontractors directly engaged by it to provide services, in order to (i) prevent any violation of human rights, (ii) prevent any breach of health and safety regulations, or (iii) a breach of environmental protection regulations in accordance with the applicable legal provisions by the buyer itself or by its subcontractors, and to identify any breaches or imminent breaches. At our request, the buyer will provide us with written details of the preventive measures taken.

2. We are entitled to inspect the preventive measures taken by the buyer, or to have them inspected by third parties, at least once a year during normal business hours and following timely prior notice, as part of audits. The buyer has to ensure, through appropriate measures, that in the event of a well-founded suspicion of violations of

human rights or of the statutory provisions on occupational health and safety and environmental protection mentioned in paragraph 1 by the buyer's direct sub-contractors, we can audit or have verified by third parties the preventive measures taken by these direct subcontractors, i.e., sub-contractors with whom the buyer has a direct contractual relationship. The buyer will also work to ensure that, in cases where there are reasonable grounds for suspicion, audits or inspections of preventive measures can also be carried out at indirect subcontractors, i.e. subcontractors with whom the buyer has no direct contractual relationship. Such audits and inspections do not relieve the buyer of its obligations under this provision.

3. Should any breach of human rights or of the statutory provisions on occupational health and safety and environmental protection referred to in paragraph 1 occur through subcontractors engaged directly or indirectly by the buyer, the buyer will immediately take steps to ensure that appropriate remedial measures are taken, verify the effectiveness of such measures, and inform us of the breaches and the remedial measures taken. Our right to terminate the contract without notice remains unaffected.

4. The buyer undertakes to ensure that its employees attend appropriate training courses on human rights, health and safety, and environmental issues at regular intervals, and at least once per financial year. Upon request, the buyer will provide us with evidence of the establishment and implementation of a training programme at the buyer's premises.

5. We are entitled to require the buyer to take further measures to safeguard human rights and to comply with health, safety and environmental protection regulations, both within its own business operations and in relation to the direct and indirect subcontractors engaged to provide the services. The buyer is obliged to implement such measures as well, unless doing so would be unreasonable for the buyer.

XVIII. Compliance

1. The buyer undertakes not to commit any acts or omissions which, irrespective of the form of involvement, could lead to administrative or criminal penalties, in particular for corruption or breaches of antitrust and competition law, against the supplier, persons employed by the supplier or third parties commissioned by the supplier (hereinafter referred to as "breach" or "breaches"). The buyer is responsible for taking appropriate measures to prevent infringements. To this end, the buyer will, in particular, ensure that its employees or third parties engaged by it comply with these requirements and provide them with comprehensive training to prevent infringements.

2. The buyer undertakes, upon written request from our clients, to provide information regarding the aforementioned measures, in particular regarding their content and the status of their implementation. To this end, the supplier agrees to answer a questionnaire provided by our client for the purposes of self-disclosure fully and truthfully, and to provide our client with any related documents.

3. The buyer will let us know straight away if there is a breach or if the authorities have launched an investigation into a breach. Furthermore, should there be any indication of a breach by the buyer, we are entitled to request, in writing, details of the breach and the measures taken to remedy it and prevent it from occurring in the future.

4. In the event of a breach of any of the above provisions, we are entitled to demand that the buyer cease such conduct immediately and reimburse us for all losses incurred as a result of the breach, and/or to terminate the business relationship in writing for cause without notice. The buyer fully indemnifies us against all claims by third parties and liabilities towards third parties arising from a breach of any of the aforementioned obligations on the part of the buyer, its suppliers or any subcontractors engaged.

5. In the event of a breach of competition law in the form of core restrictions, i.e. price, tender, volume, quota, territory or client agreements entered into by the buyer, the amount of damages will be 15% of the net turnover generated with the buyer's products or services affected by the antitrust violation prior to our becoming aware of the breach. This does not affect the buyer's right to prove that the damage was less severe or that no damage occurred. This also applies to our right to claim higher damages or to assert other contractual or statutory claims.

XIX. Data protection

The buyer complies with the applicable data protection regulations, in particular the provisions of the General Data Protection Regulation and relevant national data protection laws. He will process personal data solely for the purpose of fulfilling the contractual relationship and will ensure an appropriate level of protection for such data in accordance with Article 32 of the GDPR. He will inform his staff of the applicable data protection regulations, require them to maintain confidentiality and comply with data protection rules, and grant them access to personal data only to the extent strictly necessary. If the buyer is to process personal data on our behalf, the parties agree to enter into a separate data processing agreement for this purpose.

XX. Final provisions

1. German law applies, to the exclusion of conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes arising from or in connection with contractual relationships governed by these General Terms and Conditions of Sale and Delivery is Menden.

2. Any amendments, additions or revocation of these General Terms and Conditions of Sale and Delivery, including this clause, must be made in writing, unless a more stringent form is required by mandatory law.

3. Should any provision of these General Terms and Conditions of Sale and Delivery be or become wholly or partially void, invalid or unenforceable, this will not affect the validity and enforceability of all other remaining provisions. Any provision that is void, invalid or unenforceable is deemed to be replaced by a valid and enforceable provision that most closely approximates the economic purpose of the void, invalid or unenforceable provision in terms of subject matter, scope, time, place or area of application. The same applies to any omissions in these general terms and conditions of sale and delivery. If any provision of these General Terms and Conditions of Sale and Delivery is invalid due to its temporal, regional or other material scope of application, that invalid provision will be replaced by a valid provision which, in terms of its temporal, regional or other material scope, comes as close as possible to the economic purpose intended by the invalid provision.

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