

Terms and Conditions of Sale

LinTec Aulendorf GmbH & Co. KG (Version: March 2023)



1. Scope

- 1.1 We conclude contracts with entrepreneurs, legal entities under public law and special funds under public law for deliveries and services to be provided by us only on the basis of these General Terms and Conditions of Sale (GTCS), as amended.
- 1.2 Our GTCS also apply to all future contracts in the ongoing business relationship with the customer. The customer can view our GTCS at any time on the Internet at www.lintec-aulendorf.com and download them. We will also be happy to send our GTCS to our customer free of charge at any time on request.
- 1.3 Any terms and conditions of business of the customer which conflict with or deviate from our GTCS or which are unilateral shall not apply even if we do not expressly object to them or provide or accept services without reservation; unless we have expressly agreed to such terms and conditions in writing in the individual case.

2. Conclusion of contract, contractual documents

- 2.1 If the order by the customer is preceded by our offer, the contract is concluded by the order. If the customer's order deviates from our offer, the contract shall only be concluded upon our confirmation of the order. If our offer is made "without obligation", we may freely revoke said offer until receipt of the order.
- 2.2 If the customer submits an offer to us, the contract shall only be concluded upon receipt of our order confirmation or invoice or upon delivery of the goods to the customer. Our order confirmation or invoice is decisive for the scope and content of the contract.
- 2.3 The information contained in our brochures and catalogues, such as illustrations, drawings, weights and dimensions, are non-binding unless we have expressly designated them as binding.
- 2.4 We reserve all property rights and copyrights to all models, production equipment, illustrations, brochures, calculations and other documents. These must not be made accessible to third parties by the customer without our express written release. This applies in particular to such documents that are marked as "confidential".
- 2.5 Additional contractual documents, specifications and customer-specific regulations that are to apply with the contract shall be submitted to us directly by the customer with the enquiry or the order. These shall only become part of the contract upon our confirmation. If revisions or changes are made to the confirmed documents by the customer, the customer must submit the changed document directly to us for renewed confirmation.

3. Prices, price adjustment, payments

Our prices are ex works or ex warehouse and do not include packaging, freight, postage, value assurance and transport insurance, unless otherwise agreed. Value added tax is added to this. In the case of agreed foreign deliveries, the customer shall bear

the customs clearance. Discounts, rebates or bonuses shall only be granted upon separate written agreement.

If, between the conclusion of the contract and delivery, there is an increase in costs for which we are not responsible, in particular the costs of wages (e.g. due to tariff decisions), input material, energy, freight or public charges, the agreed price may be increased appropriately in accordance with the influence of these cost factors without any profit mark-up, unless the customer sells the goods to a consumer.

- 3.1 Our prices are calculated on the basis of the agreed order quantities. If no binding order quantities have been agreed, our calculation shall be based on the agreed target quantities. If the quantity falls short of the target quantity, we shall be entitled to increase the price per unit appropriately.
- 3.2 Our claims shall become due on the earliest collection date stated in our notice of readiness for delivery or, in the case of agreed delivery, upon delivery of the goods to the customer, unless a later payment date has been agreed in writing.
- 3.3 Payments shall be made in EUR free of deductions, charges and costs to a banking institution designated by us. If a payment is made in another currency on the basis of a special written agreement, the applicable exchange rate shall be the EUR reference rate of the European Central Bank at the time the payment is due.
- 3.4 Payment and discount periods granted by us shall commence on the invoice date. Agreed discounts are only permissible if our customer is not in default with other claims arising from our business relationship. The relevant credit entry on our business account is decisive for the timeliness of the payment.
- 3.5 We reserve the right to use payments to settle the oldest invoice items due, including interest and costs incurred, in the following order: costs, interest, principal claim.
- 3.6 If the customer does not effect payment at the latest two days after receipt of our notice of readiness for delivery or, in the case of agreed delivery, two days after delivery, it shall be in default unless it receives our invoice beforehand or an agreed payment date has expired beforehand. In these cases, the customer is already in default if it does not effect payment at the latest one day after receipt of the invoice or on the payment date. In commercial business transactions, we shall initially charge interest on arrears of 5 percentage points p.a. from the due date (in accordance with section 3.4); from the onset of default, we shall charge interest on arrears of 8 percentage points p.a. above the respective base interest rate in accordance with section 247 (1) of the German Civil Code (BGB).

Payment terms granted shall lapse if a significant deterioration in the customer's financial situation becomes apparent to us or if our customer provides incorrect or incomplete information or, despite be-

ing requested to do so, does not provide any information about its creditworthiness. In these cases, outstanding claims shall become due immediately insofar as the customer is not entitled to any rights to refuse performance. Furthermore, we may assert our security rights and make outstanding deliveries dependent on the provision of appropriate security or advance payment. If the customer refuses this, we may withdraw from the contract insofar as we have not yet performed our service, without the customer being able to derive any rights from this.

- 3.7 The customer may only offset against our claims if its counterclaim is undisputed or has been legally established or is ready for a decision. The same applies to the assertion of a right to refuse performance or a right of retention. Furthermore, the customer may only base a right of retention on claims arising from the same contractual relationship on which its obligation is based and may also only assert such a right if we have not provided adequate security despite a written request from the customer.

4. Delivery, transfer of risk, delivery periods

- 4.1 The delivery condition ex works (Incoterms 2010) shall apply. The risk of price and performance shall pass to the customer at the end of our normal business hours on the earliest collection day stated in our notice of readiness for delivery, but – in the case of a generic debt – only when we have also separated the goods. The goods will only be shipped after written agreement and at the risk of the customer.
- 4.2 Fixed dates require our written confirmation. Partial deliveries to a reasonable extent are permissible.
- 4.3 Delays in delivery due to force majeure, in particular epidemics, pandemics, war, industrial disputes and other unforeseeable extraordinary events such as sovereign measures, traffic disruptions, etc. shall release us from the obligation to deliver for as long as they last, or fully in the event of impossibility, insofar as we are not responsible for the disruption.
- 4.4 Insofar as we are unable to make deliveries because we are not supplied by our own suppliers, although we have concluded congruent covering transactions, we shall be released from our obligation to perform and may withdraw from the respective contract in each case. We will inform the customer about this. We will reimburse the customer for any consideration already paid. The customer shall not be entitled to any further claims in such a case.

5. Third party property rights

- 5.1 It is the sole responsibility of the customer to ensure, that the property rights or other rights of third parties are not infringed due to its specifications for the quality of the goods and their further processing.
- 5.2 If claims are asserted against us by a third party on the basis of a quality agreement of the customer due to an infringement of property rights, the customer shall, at its discretion and at its own expense, either obtain a right of use for the relevant quality specifica-

tions or modify them in such a way that the property right is not infringed. In this respect, the customer shall indemnify us in full against all claims by third parties, including the costs of legal defence and/or prosecution, upon first written request.

- 5.3 Our claims for infringement of property rights or other defects of title shall become statute-barred 10 years after the transfer of risk.

6. Non-contractual goods

- 6.1 We are only obligated to deliver goods of average type and quality, taking into account customary tolerances with regard to type, quantity, quality and packaging.
- 6.2 In the case of custom-made products, excess or short deliveries of up to 10% shall not constitute a defect.
- 6.3 In particular, with regard to the intended use of our goods, the customer shall be responsible for proper construction in compliance with any safety regulations and the required test procedures, for the correctness and completeness of its technical delivery specifications and the technical documents and drawings provided to us. This shall also apply if changes are proposed by us which meet with its approval.
- 6.4 If there is a defect in the delivered goods, the customer is only entitled to demand rectification of the goods. A subsequent delivery is excluded, as this would routinely cause disproportionate costs and the customer does not suffer any significant disadvantages due to the exclusion of the subsequent delivery. Optionally, we can also subsequently deliver a defect-free item.
- 6.5 If the supplementary performance fails or is not carried out within a reasonable period set by us, the customer may withdraw from the contract or reduce the purchase price. Compensation can only be claimed under the conditions of section 7. The statutory duties of inspection and notification of defects pursuant to Section 377 of the German Commercial Code (HGB) shall apply with the proviso that the customer must give notice of obvious defects without delay, at the latest within one week of delivery of the goods, whereby the timely dispatch of the written notification of defects shall suffice to meet the deadline. Initial sample releases by our customer do not release the customer from its inspection and complaint obligations and do not restrict these obligations. The warranty period shall be twelve (12) months. In the case of delivery ex works, it shall begin with the collection, otherwise with the delivery of the goods.

7. Liability

- 7.1 Claims for damages by the customer, irrespective of the legal grounds, as well as claims for reimbursement of futile expenses are excluded, unless the cause of the damage is based either on an intentional or grossly negligent breach of duty or on an at least negligent breach of a contractual duty, the

fulfilment of which characterises the contract and on which the customer may rely (material contractual duty); in the latter case, liability is limited in amount to the damage foreseeable at the time of conclusion of the contract and typical for the contract.

7.2 The aforementioned limitation of liability pursuant to section 7.1 shall also apply to the personal liability of our employees, representatives and statutory organs as well as to our vicarious agents.

7.3 The limitations of liability pursuant to sections 7.1 and 7.2 shall not apply to damages resulting from injury to life, body, health or freedom, in the event of liability under the Product Liability Act or insofar as we have assumed a guarantee by way of exception.

8. Limitation

8.1 In deviation from Section 195 German Civil Code (BGB), the knowledge-dependent routine limitation period for claims of the customer is eighteen (18) months. Its commencement is determined in accordance with Section 199 (1) BGB. Notwithstanding

Section 199 (3)(1) BGB, the limitation period for claims for damages by the customer, irrespective of knowledge, shall be five (5) years, beginning at the point at which the claim arises.

8.2 Notwithstanding clause 8.1, contractual claims for damages and claims for reimbursement of futile expenses of the customer based on a defect of the goods as well as the right to subsequent performance pursuant to section 6.4 shall become statute-barred in twelve (12) months. Recourse claims according to Section 478 f. BGB remain unaffected by this.

8.3 Sections 8.1 and 8.2 (1) shall not apply in the event of an intentional or grossly negligent breach of duty or a breach of material contractual obligations as well as in the cases specified in section 7.3. The statutory limitation periods shall apply here.

8.4 Our claims for payment and interest shall become statute-barred after five years, unless a longer period is stipulated by law.

9. Extended and prolonged retention of title

9.1 We retain title to the delivered goods ("Reserved Goods") until our claims against the customer ("Secured Claims") have been settled in full and all cheques and bills of exchange have been honoured. Secured claims are all current and future claims arising from the business relationship with the customer, including any balance claims from the current account.

9.2 The customer is obligated to carefully store the reserved goods for us, to maintain them at its own expense, to repair them and to insure them at replacement value against loss and damage to the extent customary for a prudent businessman and to prove this to us immediately upon request by written confirmation from the insurer. The customer hereby assigns its claims to corresponding insurance benefits to us in advance. We accept the assignment.

9.3 The customer processes the reserved goods for us. We become the owner of the new item. The processing, mixing or combination of the reserved goods with other goods shall also be carried out for us. We acquire co-ownership of the new item thus created in proportion to the invoice value of the reserved goods to the invoice value of the other goods. If the goods are combined or mixed with a main item that does not belong to us, the customer hereby assigns to us in advance its rights to the main item. We accept the assignment. New items and main items within the meaning of this section 9.3 shall also be deemed to be goods subject to retention of title.

9.4 The customer is entitled to dispose of the reserved goods in the ordinary course of business as long as it is not in default of payment. This shall not apply if and to the extent that a prohibition of assignment has been agreed between the customer and its buyers with regard to the customer's claim to the purchase price or remuneration for work. The customer is not entitled to pledge, transfer by way of security or otherwise encumber the reserved goods. The customer may also not assign its claims from the resale of the reserved goods in order to have them collected by way of factoring, unless it irrevocably obliges the factor to effect the counter-performance directly to us to the extent that secured claims exist.

9.5 The customer is obligated to secure our rights in the amount of the secured claims when reselling the reserved goods, insofar as this is feasible in the ordinary course of business. This can be done by the customer making the transfer of ownership of the goods sold by it to its buyers dependent on their full payment.

9.6 If the goods subject to retention of title are sold by the customer, it hereby assigns to us in advance its claims against its customers or third parties arising from the resale (including any balance claims from current account) with all security and ancillary rights, including claims from bills of exchange and cheques in the amount of the secured claims. We accept the assignment. If the reserved goods are sold with other items at a total price, the assignment shall be limited to the pro rata amount of the customer's invoice for the reserved goods also sold. If goods are sold in which we have acquired co-ownership in accordance with section 9.3, the assignment shall be limited to the part corresponding to our co-ownership share.

9.7 The customer may collect the claims assigned to us in accordance with section 9.2 and 9.6 in its own name and for its own account, provided that we do not revoke this authorisation. Our right to collect the assigned claims ourselves remains unaffected by this. However, we shall not collect the assigned claims ourselves and shall not revoke the customer's direct debit authorisation provided that the customer does not fall into arrears with its payment obligations and its financial situation does not deteriorate significantly. In such a case, the customer is obligated to provide us with all information and documents necessary for the assertion of the assigned claims.

9.8 In the event of default or a significant deterioration in the financial position of the customer or other not insignificant breaches of duty by the customer, the customer undertakes to surrender the goods subject to retention of title, subject to section 107 (2) German Insolvency Code (InsO). This obligation is independent of a withdrawal or a grace period. The customer already allows us to enter its business premises for collection purposes. We are entitled to resell goods taken back in the ordinary course of business and to offset the costs of realisation and our other claims against the customer against the proceeds. The taking back of the reserved goods shall only take place by way of security; this shall only constitute a withdrawal from the contract if expressly declared in writing. When assessing the remuneration for use in the event of a withdrawal, the reduction in value that has occurred in the meantime shall also be taken into account.

9.9 The customer must inform us immediately of any enforcement measures by third parties against the reserved goods or against the claims or other securities assigned to us, providing us with the information necessary for intervention; this also applies to impairments of any other kind. If the third party is not able to reimburse the judicial or extrajudicial costs incurred by us in connection herewith, the customer shall be liable for such costs.

9.10 We undertake to release the securities to which we are entitled under the above provisions at the customer's request to the extent that the value realisable from the securities exceeds 110% or the estimated value of the reserved goods exceeds 150% of the claims to be secured. The selection of the reserved goods to be released shall be at our discretion. The realisable value is the realisation proceeds to be achieved for the reserved goods in a (hypothetical) insolvency of the customer at the time of our decision on the request for release. The estimated value is the market price of the reserved goods at that time.

9.11 Insofar as the retention of title should not be effective under the law of the country in which the reserved goods are located, the customer shall provide equivalent security at our request. If it does not comply with this request, we can demand immediate settlement of all outstanding invoices.

10. Place of jurisdiction, place of performance, choice of law

10.1 The exclusive place of jurisdiction for both parties for all disputes arising from commercial transactions with fully qualified merchants and legal persons under public law is Stuttgart (Section 38 Code of Civil Procedure (ZPO). The Ravensburg Local Court has jurisdiction for proceedings that are exclusively assigned to the local courts. However, we are also entitled to sue the supplier at its general place of jurisdiction.

10.2 Our place of business in Aulendorf is the place of performance, unless otherwise stated in the order.

10.3 The law of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG- "UN Sales Convention") is excluded.

11. Severability clause

If individual provisions of these Terms and Conditions or of the delivery transaction are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions or other parts of such sections. The ineffective section shall be replaced by a provision which corresponds as closely as possible to the objective of this section and is effective.

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