

General Terms and Conditions of Delivery

(As on: March 2021)

Albrecht Zwick GmbH,

Bandstahlstraße 27, 58093 Hagen-Halden

hereinafter referred to as “the user”

1. Scope of validity

- (1) The following General Terms and Conditions of Delivery are applicable only for all the legal transactions between the “user” (Albrecht Zwick GmbH) and the “contracting partner”.
- (2) Unless otherwise agreed, the terms of delivery apply in the version valid at the time of the contracting partner’s order or, in any case, in the version last communicated to him in writing, also for similar future contracts, without the user having to refer to them again in each individual case.
- (3) Terms and conditions of the contracting partner or third party do not apply, even if the user does not separately object to their validity in individual cases. Even if the user gives reference to a letter that contains or refers to the terms and conditions of the contracting partner or a third party, this does not constitute consent to the validity of those terms and conditions.
- (4) Individual agreements made with the contracting partner in individual cases (including side agreements, additions and amendments) in any case take precedence over these General Terms and Conditions of Delivery. For the content of such agreements, subject to evidence to the contrary, an agreement or a confirmation of the user in writing is authoritative.

2. Conclusion of contract

- (1) All offers made by the user are without obligation and non-binding, unless they are expressly indicated as binding or contain a specific deadline.
- (2) Orders and commissions of the contracting partner are deemed to be a binding offer of contract, which the user can accept within 7 days of receipt. Acceptance can either take place in writing (e.g. by order confirmation) or by delivery of the goods.

- (3) The content of the user's order confirmation is decisive for the scope of the service owed. Additional or special services beyond this are to be remunerated separately. If an order is accepted through delivery of the goods, the content of the offer is decisive.
- (4) The user reserves the right to make customary over/ under deliveries of +/- 10 % of the ordered quantity and these are deemed to be fulfilment in accordance with the contract. The contracting partner may not derive any rights from a quantity deviation within this variance.
- (5) The user retains ownership or copyright of all the offers and cost estimates provided by him as well as the drawings, figures, calculations, brochures, catalogues, models, tools and other documents and resources provided to the contracting partner. The contracting partner must not make these objects either as such or their contents available to third parties, disclose, or use them himself or through third parties or copy them without the express approval of the user. If the user demands, the contracting partner must return these objects to him in their entirety and destroy any copies he may have made, if they are no longer required by him in the ordinary course of business operations or if negotiations do not lead to the conclusion of a contract. Exception to this is the electronic storage of the data provided for the purpose of usual backup.

3. Delivery time and delivery, transfer of risk

- (1) Delivery should be effected ex-works Hagen, which is also the place of performance for the delivery and a possible subsequent performance. Packaging, dispatch route and transportation mode are left to the choice of the user in the absence of a deviating agreement.
- (2) Deadlines and dates proposed by the user for deliveries and services are always only approximate, unless a fixed deadline or date has been expressly promised or agreed. If shipment is agreed upon, the delivery deadlines and dates refer to the time of handing over to the forwarding agent, carrier or any other third party commissioned with transportation.
- (3) Delivery periods start with dispatch of the order confirmation by the user, however, not before the provision of documents, approvals or clearances to be procured by the contracting partner. The delivery period is met, if, by the time it expires, the delivery item has left the factory or ready for dispatch and/or collection has been notified.
- (4) The user is authorised for part delivery, as long as part delivery can be used sensibly by the contracting partner, the delivery as a whole is not significantly delayed by the part delivery and there is no significant additional effort for the contracting partner.

- (5) If the delivery becomes impossible or excessively difficult within the meaning pursuant to Section 275 Paragraph 2 of the German Civil Code due to force majeure, official measures, factory shutdown, strike, extreme weather conditions, pandemics or similar circumstances – including at the user`s suppliers, then the user is exempted from delivery obligation for the duration of the delivery hindrance and its aftermath. The user shall inform the contracting partner of the occurrence of such incidents without delay and at the same time notify the expected new delivery period. If such occurrences make the delivery or service significantly difficult or impossible for the user and if the hindrance is not only for a temporary duration, then the user is entitled to withdraw from the contract. In case of hindrances of temporary duration, the delivery or service deadlines are extended or the delivery or service dates are postponed for the period of hindrance plus a reasonable start-up period.
- (6) If the delivery is delayed because the contracting partner is in default of acceptance, has failed to provide owed cooperation activities or due to other reasons for which the contracting partner is responsible, the user is entitled to demand compensation for the damages arising due to this, including possible additional expenses. For this purpose, a lump-sum compensation of 0.5% of the invoiced amount per month shall be charged, starting from one month after the agreed dispatch date or, if such a date has not been agreed, after notification of the readiness for dispatch, however in total not more than 5% of the invoiced amount. Any assertion of higher damages shall be reserved, the calculated lump-sum will be counted towards such damages.
- (7) The user may add any increase in transport costs and tariff changes to the remuneration, if the delivery takes place more than one month after conclusion of the contract.
- (8) If goods that are packed in empties of different forms are delivered to the contracting partner by a forwarding agent commissioned by the user, the ownership of the empties always remains with the user. The contracting partner is obliged to return the empties to the user in the same quantity, type and quality. For this purpose, the user or a forwarding agent commissioned with it by him prepares an empties account overview, whose balance must be confirmed by the contracting partner. Should there be no reply from the contracting partner within 5 days after sending the overview, the user assumes the correctness of the listed inventory and tacit confirmation without further request. This inventory shall then be the basis for further deliveries.
- (9) The risk of accidental loss or accidental deterioration is transferred to the contracting partner at the latest upon handover. In case of dispatch of the goods – even from the place of a third party – the risk is transferred with handover of the delivery item (whereby the beginning of

the loading process is decisive) to the forwarding agent, carrier or any other third party appointed to carry out the dispatch to the contracting partner.

4. Prices and payment

- (1) The prices are valid for the scope of service and delivery listed in the order confirmations. Additional and special services are charged separately. Unless otherwise agreed, the prices are in EUR, ex-works Hagen plus packaging, statutory value added tax, customs duties for export deliveries as well as fees and other public charges.
- (2) Unless otherwise agreed, the payment for deliveries and services of the user shall take place without any deduction within 30 days after issue of invoice and delivery, whereby the receipt of payment by the user is decisive.
- (3) If after conclusion of the agreement it becomes apparent that the user's claim for payment is jeopardized by the contracting partner's inadequate performance (for example, if the user's trade credit insurer no longer insure the contracting party or there is a risk that the trade credit insurance sum will be exceeded), then the user is entitled according to the statutory provisions to refuse service and - if applicable, after affixing a deadline - to withdraw from the contract (pursuant to Section 321 of the German Civil Code). In case of contracts for manufacture of non-fungible items (custom-made products), the user can declare withdrawal immediately; the statutory regulations on dispensability of setting deadlines remain unaffected.
- (4) A payment through cheque/bill of exchange is only permitted with express agreement and applies also only then on account of performance.
- (5) Discount charges and collection charges are borne by the contracting partner; they are due immediately.
- (6) The offsetting of counter-claims of the contracting partner or the retention of payments due to such claims is only permitted, as long as the counter-claims are undisputed or legally established.
- (7) The assignment of claims of the contracting partner against the user is only permitted with the prior written consent of the user.

5. Warranty for defects

- (1) The goods must be inspected immediately after delivery to the contracting partner or to the third party appointed by him. If a defect is discovered during inspection or later, the user must be notified in writing about this immediately, in any case within 3 working days. Regardless of this obligation to inspect and give notice of defects, the contracting partner must notify in writing obvious defects (including wrong and short delivery) within 7 working days after delivery, whereby the timely dispatch of the notification also here is sufficient to meet the deadline. If the contracting partner fails to perform a proper inspection and/or provide notice of defects, the liability for any defect which was not notified shall be excluded.
- (2) Insofar as a defect is due to the fault of the user, the contracting partner may claim damages only subject to the conditions set forth in Section 6 (Liability).
- (3) If the user is liable for defects of goods in accordance with these GTC, the user shall first be obliged and entitled to remedy the defect or make a replacement delivery at his choice to be made within a reasonable period of time. In the event of failure, i.e., impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the contracting partner may withdraw from the contract or reasonably reduce the purchase price.
- (4) The warranty lapses if the contracting partner modifies the delivery item or gets it modified by third parties without the user's consent and remedying of the defect becomes impossible or unreasonably difficult as a result. In any case, the contracting partner is to bear the additional costs of remedying the defect resulting from the modification.
- (5) In case of defects of goods that fall within the area of responsibility of an upstream supplier of the user, the user will, at his choice, either assert his warranty claims against the manufacturers and suppliers for the account of the contracting partner or assign them to the contracting partner. Warranty claims against the user may be raised in the event of defects of the items of sale under the other conditions and in accordance with these General terms of Sale - with the exception of those arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty on the part of the user or his vicarious agents only if and when the judicial enforcement of the aforementioned claims against the supplier was unsuccessful or has no prospect of success, for example due to insolvency. During the duration of the legal dispute, the statute of limitations of the respective warranty claims of the contracting partner against the user shall be suspended.

- (6) The statute of limitation period for warranty claims against the user amounts to one year as of delivery or – as far as an acceptance is necessary – from the time of acceptance, provided that the application of the regular statutory limitation (Sections 195 and 199 of the German Civil Code) has not given rise to shorter statute of limitation in an individual case. However, claims pursuant to Section 438 Paragraph 1 No. 2 of the German Civil Code in the event of assuming a quality guarantee, in case of fraudulent concealment of the defect, intentional or grossly negligent causation or injury to life, limb or health as well as claims governed by the Product Liability Law lapse solely in accordance with the legal statute of limitation periods.

6. Liability

- (1) Claims for damages of the contracting partner, regardless of any legal basis, in particular due to breach of duties arising from the contractual obligation and tort, are excluded.
- (2) This shall not apply insofar as liability is legally mandatory, in particular in the following cases
- fraud, intent and gross negligence
 - injury to life, limb or health
 - the assumption of a guarantee, for example, for the existence of a property
 - the violation of essential contractual duties or
 - liability in accordance with the Product Liability Law
- (3) Essential contractual duties are those duties, the fulfilment of which the contracting partner regularly relies on and may rely on for the proper performance of the contract. Claims for damages due a negligent breach of essential contractual duties are limited to the foreseeable damage typical for the contract, unless it concerns the claims of the contracting partner for damages due to an injury to life, limb or health.
- (4) Insofar as liability is excluded or limited, this shall also apply to the personal liability of the user's employees, staff, representatives and vicarious agents.
- (5) A change in the burden of proof to the disadvantage of the contracting partner is not associated with the above provisions.

7. Extended and prolonged retention of title

- (1) The retention of title agreed below serves to secure all current and future claims of the user against the contracting partner arising from the order and the business relationship as a whole.
- (2) The goods delivered by the user to the contracting partner shall remain in the ownership of the user until all secured claims have been paid in full. The goods as well as the goods covered by the retention of title and taking their place in accordance with the following provisions shall hereinafter be referred to as “reserved goods”.
- (3) The contracting partner shall store the reserved goods free of charge for the user.
- (4) The contracting partner is entitled to process and sell the reserved goods in the normal business dealings until the recovery case occurs (paragraph 10). Pledges and transfers by way of security are not permitted. In the event of a sale, the user shall be entitled to inform the end customer of the retention of title, if the user has a legitimate interest in doing so.
- (5) If the reserved goods are processed by the contracting partner, it is agreed that the processing is carried out in the name and for the account of the user as manufacturer and that the user directly acquires ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the reserved goods - co-ownership (ownership in fractional shares) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. In the event that no such acquisition of ownership should occur at the user’s end, the contracting partner transfers already now his future ownership or – in the above ratio – co-ownership of the newly created item to the user as security. If the reserved goods are combined or inseparably mixed with other items to form a unified item and if one of the other items is to be regarded as the main item, then the contracting partner, insofar as the main item belongs to him, transfers to the user proportionate co-ownership of the unified item in the ratio specified in sentence 1.
- (6) In the event of resale of the reserved goods, the contracting partner assigns to the user already now by way of security the resulting claim against the purchaser – in case of co-ownership of the user of the reserved goods, proportionally in accordance with the co-ownership share. The same applies to other claims that take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. The user revocably authorizes the contracting partner to collect the claims assigned to the user in his own name. The user may only revoke this direct debit authorization

in the event of realisation.

- (7) The contracting partner is obliged to inform the user immediately of distraints or other impairments of the reserved ownership.
- (8) The contracting partner shall, at the request of the user, insure the goods belonging to the user to an appropriate extent against the usual risks at his own expense and assign the insurance claims to him. The user is also entitled to pay the insurance premiums to the costs of the insurance partner.
- (9) The user shall release the reserved goods as well as the items or claims taking their place, insofar as their value exceeds the amount of the secured claims by more than 30%. The selection of the items to be released thereafter shall be at the discretion of the user.
- (10) If in the event of conduct contrary to the terms of the contract on the part of the contracting partner – in particular default in payment – the user withdraws from the contract (case of realisation), he shall be entitled to demand the restitution of the reserved goods.

8. Final Provisions

- (1) Place of performance for all contractual obligations is the registered office of the user except in the event of assumption of a debt to be collected at the creditor's address.
- (2) Exclusive place of jurisdiction for any legal disputes arising from or in connection with the contracts between the user and the contracting partner is the registered office of the user. The user is at liberty to file a suit against the contracting partner also at his general place of jurisdiction. This does not apply if the legal provisions designate a deviating, exclusive place of jurisdiction.
- (3) The relationships between the user and the contracting partner shall only be governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11th April 1980 shall not apply.
- (4) Should individual provisions of these General Terms of Delivery in whole or in part prove invalid or become so in the future, this does not affect the validity of the remaining provisions of the Terms and Conditions of Delivery. The invalid contractual provision, or the gap shall be replaced by, a legally valid substitute regulation that takes into account or comes as close as possible to the will of the parties that is identifiable from the contract and the General Terms of Delivery and the economic essence and the purpose of the inapplicable regulation.