

Albert Ziegler GmbH · Giengen/Brenz · Germany
Terms and Conditions of Sale and Delivery

1 General

- 1.1 These terms and conditions of sale and delivery ("Terms") apply to all deliveries and performances to our customer ("Customer"). They only apply if the customer is an enterprise (§ 14 BGB – German Civil Code), a legal person under public law or a special fund under public law.
- 1.2 These Terms apply exclusively. Deviating business terms and conditions of the customer are only applicable if and to the degree to which we have expressly agreed that they apply. This applies even if we perform a delivery or performance unconditionally while having knowledge of business terms and conditions of the customer.

2 Quotation, conclusion of contract

- 2.1 Our quotations are subject to change and non-binding, insofar as we haven't expressly provided a binding quotation (see paragraph 2.3). This also applies to information provided within the framework of tendering, in particular with regard to dimension, weight, performance or consumption data, if and insofar as these aren't confirmed by us in our binding quotation or in the order confirmation.
- 2.2 Insofar as we haven't provided a binding quotation, the contract is formed by our written order confirmation following the customer's order.
- 2.3 A binding quotation on our part only exists if we have expressly designated our quotation as being binding. We are bound to binding quotations for a period of 3 months, if a different period hasn't been specified by us or if a shorter validity period isn't specified in the case of RFQs.
- 2.4 All contractual provisions as well as the type and scope of our delivery and performance are established by us in the order confirmation or in our binding quotation.
- 2.5 Note on export control: The products supplied by us may not be sold, delivered or passed on to Russia, the Russian Federation, Belarus, Crimea or the territories occupied by Russia. This is hereby contractually prohibited. Furthermore, the applicable regulations of the BAFA (Federal Office for Export Control) must be observed.

3 Prices

- 3.1 The prices in the information we provide pertain to our normal standardized version.
- 3.2 The value added tax at the respective rate defined by law is added to all prices.
- 3.3 We charge a minimum quantity surcharge of € 10.00 for a goods value up to € 100.00.
- 3.4 Insofar as not otherwise agreed upon in the individual case, we deliver goods FCA Giengen.
- 3.5 If increases in the material costs, labor costs or transportation costs arise after conclusion of the contract, then we are entitled to adjust the prices according to the respective weighting of these factors. This doesn't apply insofar as the goods are to be delivered within 3 months following conclusion of the contract.

4 Delivery period, delivery

- 4.1 The delivery period is agreed upon individually and/or specified by us with submission of a binding quotation or in the order confirmation. The delivery periods are always understood to be as of conclusion of the contract. If such a period isn't specified, then the delivery period is approx. 4 weeks following conclusion of the contract.
- 4.2 If the assistance of the customer is required, then compliance with the delivery period is subject to the respective timely answering of questions, submission of the required drawings and documentation, submission of parts to be provided by the customer, and issuing of all required approvals and permits within appropriate periods. The customer shall deliver customer parts to be provided in functional, ready to install condition in compliance with the requirements defined by us and at his own expense. We reserve the right to subject the delivered parts to our own testing and to refuse installation of the delivered parts if they are deemed to be not suitable. The delivery period is extended accordingly if the actions required in the way of assistance aren't completed within an appropriate period for reasons out of our control.
- 4.3 If the failure to meet the delivery period is attributable to force majeure, mobilization, war, riots, strike, lockouts or other unforeseeable obstacles affecting our operations, for which we cannot be held liable and which arose and/or became known to us after conclusion of the contract, then the delivery period is extended by an appropriate amount. This also applies in case of unforeseeable events which affect the operations of our suppliers and for which neither they nor we can be held liable.
- 4.4 If shipping is delayed upon request by the customer or is delayed for other reasons for which the customer is liable, then we can charge the costs incurred due to storing the goods, at a minimum warehousing charge in the amount of 0.5 % of the invoice amount, for every started month starting 4 weeks after notification of readiness for shipment. The warehousing charge is limited to maximum of 5 % of the invoice amount in total, unless we have demonstrably incurred higher costs.

5 Shipping, passing of risk, acceptance

- 5.1 Shipping of our products takes place FCA Giengen in accordance with paragraph 3.4.
- 5.2 The risk of loss or damage passes to the customer at the latest upon handover. In the case of delivery FCA Giengen, pickup is performed by the customer and the transportation risk passes to the customer upon loading.
- 5.3 We only obtain insurance for FCA Giengen deliveries upon the express request of the customer, who bears the costs.
- 5.4 The risk passes to the customer if the customer is in default of acceptance. If pickup or shipping of the goods are delayed past the agreed upon delivery period, then the previous sentence applies accordingly. Upon request by the customer, we will obtain insurance as requested by the customer.
- 5.5 If pickup or shipping is delayed upon request by the customer or is delayed for other reasons for which the customer is liable, then we can charge the costs incurred due to storing, at a minimum warehousing charge in the amount of 0.5 % of the invoice amount, for every started month starting one month after the end of the delivery period or notification of readiness for shipment. The warehousing charge is limited to maximum of 5 % of the invoice amount in total, unless we have demonstrably incurred higher costs. The customer retains the right to provide proof that we incurred no loss or a significantly smaller loss than the aforementioned flat rate.

6 Return of goods

- 6.1 Exclusion of the right of return for individually manufactured and specially ordered goods: Goods that have been specially ordered, made up or individualized at the customer's request (including, but not limited to, custom-made products customized products or goods manufactured according to customer specifications) are excluded from the right of return. This also applies to goods that were ordered in direct connection with an individual order or customization.
- 6.2 General return of goods: General returns of goods must be expressly agreed with us in advance and approved by us. Returns without prior consent are excluded.
- 6.3 Flat-rate return fee: For returns that are not due to an error on our part error on our side (e.g. if the goods are not to your liking or if the order is incorrect), a flat-rate restocking fee of 20 % of the value of the goods will be charged. This lump sum covers the costs of checking the return, processing and possible reconditioning of the goods.

7 Payment terms

- 7.1 Insofar as not otherwise agreed upon in the individual case, invoices are due for payment within 10 days of the invoice date and delivery and/or acceptance of the goods, with no deductions whatsoever.
- 7.2 Deduction of discounts is only allowable if they have been expressly agreed upon and the customer has settled all open invoice with us or settles these at the same time.
- 7.3 However, and even within the framework of an ongoing business relationship, we are at any time entitled to only perform a delivery against prepayment in whole or in part. We will declare a corresponding provision at the latest with our binding quotation or our order confirmation.
- 7.4 Bills of exchange are only accepted by us on the basis of special agreements. Bills of exchange or checks are only accepted on account of performance.
- 7.5 The customer is in arrears upon expiration of the payment deadline. Interest is charged on the purchase price in accordance with the respective legally applicable rate for interest on arrears for the period of default. We reserve the right to assert further damages caused by default. Our right to interest accounting from the due date (§ 353 HGB – German Commercial Code) remains in effect.

8 Claims for defects

- 8.1 The legal regulations apply with regard to the rights of the customer in the event of material defects or defects of title, insofar as nothing else is subsequently defined. Legal rights of recourse on the part of the customer against us upon final delivery of the goods to a consumer (supplier's recourse acc. to §§ 478, 479 BGB – German Civil Code) remain unaffected.
- 8.2 Claims for defects on the part of the customer are subject to the customer having met their legal obligations with regard to inspection and notification of defects (§§ 377, 381 HGB – German Civil Code). If a defect is found during the inspection or at a later date, then we must be notified of this without delay. The notification is deemed to have been made without delay if it is made within 10 days, with timely posting being sufficient for meeting the deadline. Independent of this obligation of inspection and notification of defects, the customer must provide written notification of obvious defects (including incorrect or short delivery) within 10 days of the delivery, with timely posting also being sufficient for meeting the deadline in this case. If the customer fails to perform proper inspection and/or notification of defects, then liability on our part is precluded with regard to the defect for which notification wasn't provided. If acceptance is agreed upon or required, then § 640 BGB (German Civil Code) applies. If initial sample testing was agreed upon, then notification of defects is precluded for defects which the customer could have found during thorough initial sample testing.
- 8.3 In the case of direct delivery of e.g. vehicle loading, the customer shall transfer the obligation to accept the goods and the incoming goods inspection to the vehicle manufacturer or a party designated by the vehicle manufacturer to receive the delivery of the goods. The vehicle manufacturer or the receiving party is obliged to check the delivery for completeness and obvious defects immediately upon receipt. Any defects, errors or deviations from the order must be reported to the supplier in writing within 10 days of receipt of the goods. If no complaint is made within this period, the delivery shall be deemed to have been accepted properly and free of defects. The responsibility for a proper and timely incoming goods inspection lies exclusively with the receiving party.
- 8.4 Our liability for defects is based primarily on the agreement concluded with regard to the characteristics of the goods. If our delivery is to be made according to drawings, specifications, samples etc. provided by the customer, then the customer assumes the risk of suitability for the intended use. Insofar as the characteristics weren't agreed upon, whether or not a defect exists shall for the remainder be determined according to the legal regulations.
- 8.5 If the goods are defective, then we are entitled to choose whether we provide supplementary performance through rectification of the defect (rework) or through delivery of goods free from defects (replacement delivery). Insofar as we are entitled to refuse supplementary performance in accordance with the legal requirements, this right remains unaffected.
- 8.6 The customer shall provide us with the opportunity to ascertain the claimed defect, and the rejected goods shall be provided upon request for testing purposes. In case of replacement delivery, the customer shall return the defective goods to us in accordance with the legal regulations.
- 8.7 If the supplementary performance has failed or if an appropriate period for the supplementary performance to be set by the customer has passed to no effect or is unnecessary according to law, then the customer can withdraw from the purchase contract or reduce the purchase price. However, a right of withdrawal doesn't exist for insignificant defects.
- 8.8 Claims by the customer for compensation and/or replacement of futile expenses in the event of defects also exist only as stipulated in paragraph 9 and apart from that are precluded.
- 8.9 If a defect is due to a lack of maintenance or maintenance that does not comply with the manufacturer's instructions, this shall lead to the exclusion of the warranty.

9 Other liability

- 9.1 Insofar as not otherwise arising from these Terms including the following provisions, we are liable in accordance with the legal regulations in case of a breach of contractual and non-contractual obligations.
 - 9.2 We are liable for compensation – for whatever legal grounds – within the framework of fault-based liability in the event of willful and gross negligence. In the event of ordinary negligence, we are only liable.
 - a for damages resulting from loss of life, body harm or damage to health,
 - b for damages resulting from serious breach of a significant contractual obligation (obligation, fulfillment of which makes proper execution of the contract possible in the first place and on compliance with which the contractual partners can and does rely on a regular basis); in this case, however, our liability is limited to compensation of the foreseeable, typically occurring damage.
 - 9.3 The limitations of liability arising from paragraph 9.2 also apply in case of breach of duty by and/or to the benefit of persons whose culpability we are liable for in accordance with legal regulations. They don't apply insofar as we have fraudulently concealed a defect or provided a warranty for the characteristics of the goods and for claims of the customer in accordance with the product liability act.
 - 9.4 The customer can only withdraw or cancel on account of a breach of duty if we are liable for the breach of duty. An unlimited right of termination on the part of the customer (in particular according to §§ 651, 649 BGB – German Civil Code) is precluded. The legal conditions and consequences apply for the remainder.
- ### 10 Statute of limitations
- 10.1 The general period of limitation for notification of defects is 12 months following delivery. Insofar as an acceptance process is agreed upon, the period of limitation begins with acceptance. This doesn't apply insofar as the law mandates longer periods of limitation, in particular for defects of a structure or of a good which was used for a structure in accordance with its typical use and has caused it to be defective.
 - 10.2 Claims for compensation by the customer according to paragraph 9.2 clause 1 and clause 2 (b) of these Terms and according to the product liability act, however, lapse solely in accordance with the legal periods of limitation.

11 Retention of title

- 11.1 We retain title to the delivered goods until all claims arising from the business relationship with the customer have been settled. The customer is entitled to sell these goods in the normal course of business, as long as he meets his obligations towards us arising from the business relationship in a timely manner. However, the customer may not pledge as security or assign the goods subject to retention of title. The customer is obligated to protect our rights in case of resale on credit of goods subject to retention of title. In the event of a breach of duty on the part of the customer, in particular in case of a default of payment, we are entitled to withdrawal and take-back after an appropriate grace period given to the customer has passed to no avail; the legal regulations with regard to dispensing with setting of a deadline remain unaffected. The customer is obligated to surrender the goods.
- 11.2 The customer as of now conveys all claims and rights arising from the sale or, if applicable, other disposition granted to the customer of the goods to which we have retention of title. We hereby accept this conveyance.
- 11.3 Any action performed on or with the goods subject to retention of title is always performed by the customer on our behalf. If the goods subject to retention of title are processed or inseparably mixed with other items not belonging to us, then we acquire joint ownership of the new object in the proportion of the invoice value of the goods subject to retention of title relative to the other processed or mixed items at the time of the processing or mixing.
- 11.4 If our goods are combined with other mobile items to make an integrated object or are mixed and if the other object is viewed as the principle item, then the customer conveys a proportional joint ownership to us, insofar as the principle item belongs to him. The customer holds the ownership or joint ownership on our behalf. For the remainder, the same applies to the processing or combining or mixing of the resulting object as applies to the goods subject to retention of title.
- 11.5 The customer shall inform us immediately of foreclosure measures pertaining to the goods subject to retention of title, the claims conveyed to us or other securities, and provide the documentation required in order to intervene. This also applies to impairments of any other sort.
- 11.6 If the value of the existing securities exceeds the secured claims by more than 10 % in total, then we are insofar obligated to release securities of our choice upon request of the customer.

12 Design changes, documents

We reserve title and copyright rights to samples, quotations, drawings and the like, material or immaterial information – including in electronic form. This as well as other information designated as being confidential may not be made accessible to a third party without our express consent. We shall also only make information and documents designated as confidential by the customer accessible to a third party with the customer's consent.

13 Final clauses

- 13.1 The contractual relationship is solely subject to the law of the Federal Republic of Germany. Application of the UN Convention on Contracts for the International Sale of Goods is precluded.
- 13.2 If the customer is a merchant in the sense of the German Commercial Code, a legal person under public law or a special fund under public law, then the sole place of jurisdiction for all disputes arising from the contractual relationship is our registered office in Giengen a. d. Brenz. However, we are also entitled bring a legal action in the general jurisdiction of the customer. Overriding legal regulations, in particular regarding exclusive jurisdiction, remain unaffected.