

**General Terms and Conditions of Sale and Delivery****of****Gebr. Schmidt Federnspezialfabrik GmbH****Cronenfelder Str. 2a-4  
42349 Wuppertal, Germany****I. Scope**

1. These general terms and conditions of sale and delivery apply between Gebr. Schmidt Federnspezialfabrik GmbH, based in Wuppertal, Germany (District Court Wuppertal; HRB 5972) – hereinafter the "**seller**" – and companies, corporate bodies under public law or special funds under public law within the meaning of § 310 paragraph 1 BGB (German Civil Code) – hereinafter the "**client**" or "**contract partner**" –.
2. All deliveries, services and offers provided by the seller are subject exclusively to these general terms and conditions of sale and delivery. These are an integral part of all contracts and agreements concluded by the seller with his contract partners with regard to goods or services offered by him. They also apply to all future deliveries, services or offers to the client, even if they are not agreed again separately.
3. The terms and conditions of the client or third parties are not applied, even if the seller does not separately dispute their application in individual cases. Even if cases where the seller makes reference to a letter that contains or makes reference to the terms and conditions of the client or a third party, no agreement with the application of those terms and conditions is implied.

**II. Offer and conclusion of contract**

1. All offers made by the seller are non-binding and subject to change unless they are expressly designated as binding or contain a specific term of acceptance. Orders or commissions may be accepted by the seller within fourteen days of receipt.
2. The legal relationship between seller and client is governed exclusively by the agreement concluded by the two parties, including these general terms and conditions of sale and delivery.
3. Supply contracts (order and acceptance) and call-offs, as well as additions and amendments to written agreements and these general terms and conditions of sale and delivery, must be in writing in order to be effective. Transmission by fax is sufficient to satisfy the requirement of the written form. Transmission by email is sufficient if an ongoing business relationship already exists between the parties and there no doubt about the origin of each individual email. To enable call-offs by remote data transmission, a prior written agreement between the parties is required.

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4. Specifications provided by the seller with regard to the object of a delivery or service (e.g. weights, dimensions, practical values, capacity, tolerances and technical data) and our representations of these specifications (e.g. drawings and illustrations) are only approximate, unless their usability for the contractually agreed purpose requires an exact specification. They provide no guarantee of quality characteristics, and instead represent descriptions or characterizations of the goods or services. Provided they do not affect usability for the contractually agreed purpose, commercial deviations and deviations that result from legal requirements or that represent technical improvements, as well as the replacement of components by equivalent parts, are permitted.
5. The seller reserves ownership or copyright with regard to all offers and cost estimates submitted by him, as well as drawings, illustrations, calculations, brochures, catalogues, models, tools, and other documents and additional resources made available to the client. Without the express consent of the seller, the client may not make these materials available to third parties, either as such or in terms of their content, may not disclose them, and may not use or reproduce them internally or through third parties. At the request of the seller, the client must return these materials in full and destroy any copies that may have been made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

**III. Prices, payment and price adjustment**

1. Prices are valid for the specific goods and services listed in the order confirmations. Additional or special services are charged separately. Prices are in EURO ex works, plus packaging, VAT, and customs duties, fees and other public charges for export deliveries.
2. In cases where the agreed prices are based on the seller's list prices and the delivery is scheduled for more than four months after conclusion of contract, the seller's list prices at the time of delivery apply (less any agreed percentage or fixed discount in each case).
3. Invoices are payable within fourteen days without any deduction, unless otherwise agreed in writing. The date of payment is determined by the date of receipt by the seller. Checks are considered payment only after redemption. If the client fails to pay by the due date, the amounts outstanding from the due date will be charged interest in the amount of 5% per annum. The assertion of claims for higher interest rates and additional damages remain unaffected in the event of default.
4. The offsetting of client counterclaims or the withholding of payments due to such claims is allowed only to the extent that the counterclaims are undisputed or legally binding.
5. The seller is entitled to deliver outstanding goods or services only against advance payment or the provision of a security if circumstances become known to him after conclusion of the contract which are likely to significantly reduce the creditworthiness of the client, and which endanger payment by the client of the seller's outstanding claims arising from the respective contractual relationship (including other individual orders to which the same framework agreement applies).

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6. In the event of a substantial change in wage, material or energy costs for contracts with a term of more than 12 months and in indefinite contracts, each party is entitled to a reasonable adjustment of the price to take account of these factors.

**IV. Delivery, delivery time and delay**

1. All deliveries are made ex works. Unless otherwise agreed in these general terms and conditions of sale and delivery, the interpretation of any commercial terms agreed between the parties shall be with reference to Incoterms 2020.
2. Within a tolerance of plus/minus 10% of the total order quantity, production-related and industry-standard excess or short deliveries are permitted. The total price is adjusted accordingly.
3. The periods and dates announced by the seller for the delivery of goods and services are approximate in all cases, unless a fixed period or a fixed date has been expressly promised or agreed. If shipment has been agreed, delivery periods and dates are with reference to the date of handover to the carrier, freight forwarder or any other third party commissioned to provide transportation.
4. The seller may – without prejudice to his rights in the event of default on the part of the client – require of the client an extension of the delivery and performance dates or postponement of the delivery and performance dates by the period in which the client fails to fulfil his contractual obligations to the seller. The same applies in the event that agents of the seller specified by the client fail to properly meet their contractual obligations.
5. In addition, the seller is liable for delayed delivery in accordance with the legal provisions, taking the limitations established in these general terms and conditions of sale and delivery into account. In the case of ordinary negligence, liability of the seller for loss of profits and damages resulting from business interruption due to late delivery is excluded. In the case of slight negligence, the amount of damages is limited to extra freight costs, retrofit costs and, after an unsuccessful grace period or loss of interest in the delivery, to additional expenses for covering purchases. If the expected loss or damage caused by delay exceeds 20% of the value of the quantity affected by the delay in delivery, the buyer is obliged to immediately seek an appropriate covering purchase or to accept the covering purchase options identified by us, at the same time withdrawing from the contract for the quantity affected by the delay in delivery. The seller must reimburse the proven additional costs for the cover purchase, otherwise the liability of the seller for any proven loss or damage caused by delay is limited to the value of the affected quantity or – if this amount is higher – to EUR 50,000 per case of delay in delivery.

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6. The seller is not liable for impossibility of delivery or for delays in delivery caused by force majeure or by other unforeseeable events for which the seller is not responsible (including for example disruptions to operations of any kind, difficulty in obtaining materials or energy, transport delays, strikes, lawful lockouts, shortages of manpower, energy or raw materials, difficulty in obtaining necessary regulatory approvals, regulatory measures or missing, incorrect or late delivery by its own suppliers). If such events render delivery or performance by the seller significantly more difficult or impossible and the hindrance is not only temporary, the seller is entitled to withdraw from the contract. For hindrances of a temporary nature, the delivery or performance periods are extended or the delivery or performance dates are postponed by the period for which the hindrance persists plus a reasonable start-up period. If the client cannot be reasonably expected to accept the delivery or performance as a result of the delay, he may withdraw from the contract upon immediate written notice to the seller.
7. The seller is entitled to make partial deliveries if the partial delivery is usable for the client for the purpose agreed in the contract, if delivery of the remaining goods ordered is ensured, and if the client does not incur any significant additional overhead.
8. If the seller is delayed in providing a delivery or performance or if a delivery or performance proves impossible, for whatever reason, the seller's liability for damages is limited pursuant to section IX of these general terms and conditions of sale and delivery.

**V. Long-term contracts and delivery call-offs**

1. Unless otherwise agreed, indefinite contracts may be terminated by the seller with a notice period of 3 months to the end of the month.
2. Where a binding order quantity is not agreed, the basis used for the seller's cost estimate is always the contract partner's expected, non-binding order amount (target amount) for a specified period. If the contractor purchases less than the target amount, the seller is entitled to increase the unit price accordingly.
3. For delivery on call contracts, binding quantities must be notified to the seller using call-offs in good time before the delivery date unless otherwise agreed. The contract partner must ensure that a reasonable period for the procurement of raw materials by the seller is taken into account.
4. Additional costs arising from a delayed call-off or subsequent changes by the contract partner to a call-off with regard to either time or quantity are charged to the contract partner, with the cost estimate determined by the seller.

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1. Unless otherwise specified, the place of performance for all obligations arising from the contractual relationship is the place of business of the seller. If the seller has undertaken to provide installation, the place of performance is the location at which the installation is to be carried out.
2. The shipping method and packaging are subject to the reasonable discretion of the seller.
3. The transfer of risk to the client takes place at the latest upon handover (defined as the start of loading) of the article of sale to the carrier, freight forwarder or other third party commissioned for the shipment. This also applies to partial deliveries or in the event that the seller has undertaken to provide other services (such as shipping or installation). If delivery or transfer is delayed due to circumstances for which the client is responsible, the risk is transferred to the client from the day on which the article of sale is ready for shipment and the seller has notified the client that this is the case.
4. Storage costs after the transfer of risk are borne by the client.
5. The consignment will be insured by the seller against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the client and at his expense.
6. If acceptance is to take place, the purchased goods are deemed accepted when the delivery is completed and, if the seller has undertaken to provide installation, when the installation is completed, when the seller has notified the client of this with reference to deemed acceptance as defined in this section VI clause 6 and requested acceptance from the client, when fourteen working days have elapsed since the delivery or installation or the client has begun to use the purchased goods (for example started operating the delivered system) and in this case when seven working days have elapsed since delivery or installation and the client has refrained from making acceptance within this period for any reason other than a defect notified to the seller which renders use of the purchased goods impossible or substantially impairs it.

**VII. Warranty, defects**

1. The condition of the article of sale must correspond to that which has been agreed between the parties, in particular the agreed specifications and drawings. The decisive factor here is the time of transfer of risk. If the article of sale is based on drawings provided by the client, the client retains responsibility for the drawing, particularly in cases where the content of the drawing is unclear or can be understood from an expert perspective in a manner other than that intended by the client.

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2. The warranty period is one year from the date of delivery or, if acceptance is required, from the date of acceptance, unless the law provides for a shorter warranty period or no warranty period. Notwithstanding this, the statutory warranty periods are applied to claims for culpable injury to life, body or health and, where there is no evidence of ordinary negligence, to fault-based claims for compensation for property damage or financial loss. The client must provide the seller with an opportunity to inspect the rejected articles of sale.
3. The delivered goods must be carefully inspected by the client or a third party appointed by him immediately upon delivery. They are deemed approved if the seller is not in receipt of a written notice of defects regarding obvious defects or other defects detected in the course of an immediate, thorough inspection within five working days of delivery of the article of sale, or otherwise within five working days of the discovery of the defect or any earlier period in which the defect was apparent to the client during normal use of the article of sale without any further inspection. At the request of the seller, the rejected article of sale must be returned carriage paid to the seller. In the event that the complaint is justified, the seller reimburses the cost of the shipping route with the most favorable terms. However, this does not apply if the costs increase because the article of sale is located at a place other than the place of intended use.
4. If acceptance of the goods or an initial sample inspection has been agreed, the notification of any defects that could have been detected by the client as part of careful acceptance testing or the initial sample inspection is excluded.
5. In cases of material defects of the goods supplied, the seller is entitled and obliged to make an initial choice between repair or replacement within a reasonable period. In the event of failure, i.e. impossibility, unacceptability, refusal or undue delay in repair or replacement, the client may withdraw from the contract or reduce the purchase price accordingly.
6. If a defect is the fault of the seller, the client may demand compensation in accordance with the conditions laid out in section IX.
7. In the event of defects in components made by other manufacturers that cannot be eliminated by the seller for licensing or practical reasons, the seller may, at his own discretion, assert his warranty claims against the manufacturers and suppliers on behalf of the client or assign them to the client. Warranty claims against the seller for such defects under other conditions and in accordance with these general terms and conditions of sale and delivery only apply if legal enforcement of the above-mentioned claims against the manufacturers and suppliers was unsuccessful or has no prospect of success, for example due to insolvency. The period of limitation for the warranty claims of the client against the seller shall be suspended for the duration of the legal dispute.
8. The warranty is void if the client modifies the article of sale or has it modified by a third party without the consent of the seller, thereby rendering the defects impossible or unreasonably difficult to rectify. In all cases, the client bears any additional costs for correction of the defect resulting from the modification.

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9. Any deliveries of used goods agreed on a case-by-case basis with the client are subject to the exclusion of any liability for material defects.
10. Legal rights of recourse by the client against the seller exist only insofar as the client has not made any agreements with customers which go beyond the scope of statutory claims for defects.

**VIII. Property rights**

1. The seller guarantees in accordance with the provisions of this section VIII that the article of sale is free of industrial property rights or copyrights of third parties in the country of manufacture. This warranty is expressly not provided outside the country of manufacture. The preceding sentence does not apply and the seller provides no warranty with regard to the property rights of third parties if and to the extent that the seller has manufactured the article of sale to drawings, models or other equivalent descriptions or specifications provided by the client, and is unaware that in doing so it is infringing third party property rights.
2. Each contract partner will notify the other contract partner immediately in writing in the event that any claims of infringement of such rights are asserted.
3. In the event that the article of sale infringes an industrial property right or copyright of a third party exclusively in the country of manufacture, giving rise to a warranty obligation of the seller, the seller will modify or replace the article of sale at his own discretion and at his own expense to ensure that no rights of third parties are infringed, while also ensuring that the article of sale continues to fulfil the contractually agreed functions, or provide the client with the right of use through the conclusion of a license agreement. If this cannot be achieved within a reasonable period, the client is entitled to withdraw from the contract or reduce the purchase price accordingly. Any claims for damages asserted by the client are subject to the limitations laid out in section IX of these general terms and conditions of sale and delivery.
4. In the event of infringements by products made by other manufacturers and supplied by the seller, the seller will, at his own discretion, assert his claims against the manufacturers and suppliers on behalf of the client or assign them to the client. In such cases, claims against the seller are subject to the provisions of this section VIII, and then only if such claims are in accordance with statutory provisions and the legal enforcement of the above-mentioned claims against the manufacturers and suppliers was unsuccessful or has no prospect of success, for example due to insolvency.

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1. The seller is liable for damages or reimbursement of expenses in accordance with the legal provisions, taking the limitations established in these general terms and conditions of sale and delivery into account.
2. To the extent that fault can be established in each case, the seller's liability for damages, regardless of the legal basis, but due in particular to impossibility, delay, incorrect or defective delivery, breach of contract, breach of obligations in contract negotiations and tort, is subject to the limitations laid out in these general terms and conditions of sale and delivery.
3. The seller is not liable for ordinary negligence on the part of its bodies, legal representatives, employees or other agents insofar as there is no infringement of essential contractual obligations. Essential contractual obligations are primarily the obligation to provide delivery and installation of the article of sale on time and free of significant defects, as well as the consulting, protection and due care obligations required to enable the client to use the article of sale as agreed in the contract or to ensure protection of the client's staff from death or injury or protection of the client's property from significant damage.
4. To the extent that the seller is liable for damages on the merits, this liability is limited to damages foreseen by the seller on conclusion of the contract as a possible consequence of an infringement of contract, or that should have been foreseen through the proper application of due diligence. In addition, indirect and consequential damage resulting from defects in the article of sale are only eligible for compensation if such damage is typically to be expected during normal operation of the article of sale for its intended use.
5. In the event of ordinary negligence, the liability of the seller for damage to property and financial loss is limited to an amount of EUR 10 million per case of damage, even in cases of infringement of essential contractual obligations.
6. The aforementioned liability exclusions and limitations apply to the same extent to the benefit of the bodies, legal representatives, employees and other agents of the seller.
7. To the extent that the seller provides technical information and that such information or advice is not part of the seller's contractually agreed scope of performance, it is provided free of charge and to the exclusion of any liability.
8. The limitations laid out in this section IX and these general terms and conditions of sale and delivery do not apply to the seller's liability for willful or grossly negligent conduct, for guaranteed characteristics, for injury to life, body or health, or under the Product Liability Act.

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1. The following agreed retention of title serves to secure all existing current and future claims by the seller against the buyer arising from the existing supply relationship between the contract partners (including current account balance claims limited to this supply relationship).
2. The goods delivered by the seller to the buyer remain the property of the seller until full payment of all secured claims. These goods, and goods in their place covered by retention of title under this clause, are referred to below as goods subject to retention.
3. The buyer holds the goods subject to retention in safe custody for the seller.
4. The buyer is entitled to process and sell the goods subject to retention in the ordinary course of business until the occurrence of an enforcement event (clause 9). Pledging and assignment as security are not permitted.
5. If the goods subject to retention are processed by the buyer, it is agreed that the processing is done on behalf of and for the account of the seller as the manufacturer, and that the seller immediately acquires ownership or – if the processing is of materials from several owners or if the value of the processed property is higher than the value of the goods subject to retention – co-ownership (fractional ownership) of the newly created property in the ratio of the value of the goods subject to retention to the value of the newly created property. In the event that no such acquisition of ownership by the seller is intended, the buyer first transfers his future ownership or co-ownership – in the aforementioned ratio – of the newly created property to the seller as security. If the goods subject to retention are combined with other properties into a single property or mixed inseparably, and if one of the other properties may be regarded as the main property, and if the main property is under the ownership of the seller, the seller transfers co-ownership of the single property to the buyer in the ratio referred to in clause 1.
6. In the event of resale of the goods subject to retention, the buyer immediately assigns as security the resulting claim against the purchaser to the seller – in the ratio of the seller's ownership in the event of co-ownership of the goods subject to retention. The same applies to other claims which take the place of the goods subject to retention or otherwise arising with respect to the goods subject to retention, such as for example insurance claims or tort claims for loss or destruction. The seller grants the buyer the revocable authority to collect the claims assigned to the seller in his own name. The seller may revoke this collection authorization only in the event of an enforcement event.

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7. In the event that the goods are subject to claims by third parties, in particular through seizure, the buyer will inform them without delay that the goods subject to retention are the property of the seller and inform the seller of this in order to enable the enforcement of the seller's property rights. If the third party is not in a position to reimburse the seller for judicial or extrajudicial costs arising in this context, the buyer is liable to the seller for them.
8. On request and at its own discretion, the seller will release the goods subject to retention, and property or claims in their place, if their value exceeds the amount of the secured claims by more than 30%.
9. If the seller withdraws from the contract as a result of a breach by the buyer – in particular default of payment – he is entitled to reclaim the goods subject to retention (enforcement event).

**XI. Final provisions**

1. The place of jurisdiction for any disputes arising from the business relationship between the seller and the client is, at the seller's discretion, the place of business of the seller or the place of business of the client. For claims against the seller, the exclusive place of jurisdiction is Rottweil, Germany. Mandatory statutory provisions concerning exclusive jurisdiction remain unaffected by this provision.
2. The relationship between the seller and the client is subject exclusively to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.
3. If the contract or these general terms and conditions of sale and delivery contain loopholes, the legally effective provisions to fill these loopholes that are deemed to be agreed are those that the parties would have agreed, had they been aware of the loopholes, in order to fulfil the economic objectives of the contract and the purpose of these general terms.

Wuppertal, 16.04.2024

The Management Board