

1. Scope of Application

- (1) These General Terms and Conditions of Sale and Delivery ("GTC") apply to all offers, quotations, deliveries, work and services, design and engineering services, and any other services provided by **Heck & Becker GmbH & Co. KG, Gladenbacher Straße 47, 35232 Dautphetal** (hereinafter "**HB**").
- (2) These GTC apply exclusively in relation to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, and special funds under public law.
- (3) These GTC, as amended from time to time, shall also apply as a framework agreement to all future contracts with the same Purchaser, without HB being required to refer to them again in each individual case.
- (4) Any conflicting, deviating, or supplementary general terms and conditions of the Purchaser shall not apply and shall not become part of the contract, even if HB does not separately object to their applicability in a specific case or performs deliveries or services without reservation.
- (5) Individual agreements, written framework agreements, project-specific agreements, orders with separately agreed conditions, and deviations expressly confirmed in writing shall take precedence over these GTC to the extent of the respective provision.
- (6) Legally significant declarations and notices of the Purchaser in relation to the contract, in particular the setting of deadlines, notices of defects, declarations of withdrawal, notices of price reduction, and other rights to modify the legal relationship, must be made at minimum in text form.
- (7) There are no oral collateral agreements. Amendments and supplements to agreements made, including this clause, require at minimum text form, unless a stricter form is prescribed by law.

2. Formation of Contract; Offer Documents; Technical Documents

- (1) Offers made by HB are non-binding and subject to change unless they are expressly designated as binding.
- (2) This also applies where HB has provided the Purchaser with catalogues, technical documentation, drawings, CAD data, 3D models, plans, calculations, cost estimates, references to DIN, ISO, VDMA, or other standards, product descriptions, or other documents – including in electronic form. HB reserves all ownership rights, copyrights, rights of use, and other proprietary rights in and to such documents.
- (3) The Purchaser's order constitutes a binding contractual offer. Unless otherwise specified in the order, HB is entitled to accept this contractual offer within 7 calendar days of receipt by HB.
- (4) Acceptance may be declared in writing, in text form, by order confirmation, by commencement of performance, or by delivery of the subject matter of delivery.
- (5) HB reserves all ownership rights, copyrights, and other proprietary rights in and to samples, quotations, drawings, models, templates, jigs and fixtures, calculations, design statuses, manufacturing concepts, and all information of a tangible or intangible nature, including data in electronic form. Such documents may not be made accessible to third parties, reproduced, or used outside the scope of the contractual purpose without the prior express consent of HB.
- (6) If no order is placed with HB, all documents and data originating from HB shall be returned to HB promptly upon request or – to the extent provided in electronic form – deleted; any rights of retention are excluded, unless mandatory statutory provisions provide otherwise.
- (7) To the extent the Purchaser designates information or documents as confidential, or to the extent their confidential nature follows from their very nature, HB shall treat such information and documents as confidential. Separately concluded confidentiality agreements, in particular NDAs, shall remain unaffected; in the event of a conflict with these GTC, specific confidentiality agreements shall take precedence. HB is entitled to disclose confidential information to such third parties as HB legitimately engages for the purpose of contract performance, provided those third parties are themselves bound by a corresponding confidentiality obligation.
- (8) The number of any complimentary initial samples, test samples, or pre-series samples shall be agreed on a project-specific basis. Any further samples, repeat samples, comparison samples, or additional sampling shall be charged separately.
- (9) Peripheral equipment, connection components, cables, control or peripheral interfaces, and other non-specific tooling or plant components that are not expressly agreed upon do not form part of the scope of delivery, unless expressly agreed otherwise in writing.
- (10) Unless otherwise agreed, HB shall retain design documents, intermediate versions, data sets, and manufacturing aids for a period of 6 months from completion of the subject matter of delivery. Thereafter, HB is entitled to destroy or delete such documents without further notice, provided no statutory retention obligations apply.

3. Technical Cooperation Obligations of the Purchaser; Project Basis

- (1) The Purchaser shall provide HB in a timely, complete, accurate, and usable manner with all information, approvals, data, and documents necessary for the preparation of offers, design and engineering, manufacturing, delivery, sampling, acceptance, and intended use.
- (2) This includes in particular, but is not limited to:
 - a) binding part drawings and/or current CAD data / 3D data sets;

- b) technical specifications, requirement specifications, functional specifications, quality requirements, and inspection criteria;
 - c) tooling data sheets, machine layouts, interface information, and peripheral specifications;
 - d) material specifications, alloys, and – where applicable – materials to be supplied by the Purchaser;
 - e) information on shrinkage, gate positions, parting lines, ejector positions, cooling/temperature control, surface finishes, tolerances, and functional requirements;
 - f) for castings, in particular prototype castings, additionally: geometry, load profile, operating conditions, tightness requirements, machining allowances, heat treatment, permissible porosities, surface requirements, measurement and inspection specifications, as well as any reference samples requiring approval.
- (3) The scope of HB's performance obligations shall be determined exclusively by the specifications and project basis most recently confirmed by HB in writing or in text form.
- (4) The complete order documentation must be available to HB prior to commencement of design and engineering or prior to the start of production, to the extent that the commencement of work presupposes their availability. Any delays, additional effort, and additional costs arising from documentation being provided late, incompletely, inconsistently, or in a defective manner shall be borne by the Purchaser.
- (5) The Purchaser shall determine – to the extent technically necessary and unless expressly agreed otherwise – in particular the shrinkage parameters, gate positions, steel grades, hardness values, functional and component-related target specifications, as well as the applicable approval status. HB undertakes to implement the confirmed specifications in accordance with the contract; HB shall only assume responsibility for the functional suitability of the end product, the subsequent series part, or a design specified by the Purchaser to the extent expressly agreed in writing.
- (6) To the extent HB manufactures in accordance with specifications, drawings, CAD data, samples, or other documents provided by the Purchaser, HB's responsibility shall be limited in principle to execution in conformity with the drawings, data, or specifications. Without a separate written agreement, HB is not obligated to review documents provided by the Purchaser for technical completeness, functionality, freedom from third-party intellectual property rights, manufacturability, economic viability, or suitability for the intended purpose.
- (7) To the extent agreed on a project-specific basis, requested by the Purchaser, or deemed necessary by HB in an individual case, a design draft or other technical interim status shall be submitted to the Purchaser for information, review, feedback, and, where applicable, approval. If the Purchaser fails to respond within a reasonable deadline set by HB, HB shall be entitled to continue working on the basis of the status submitted, provided this was indicated in the request.
- (8) The Purchaser is obligated, upon request by HB, to provide reference parts, approval samples, test equipment, test reports, or other information required for validation of the performance, to the extent technically necessary or customary in the industry in the specific case.

4. Prices and Payment Terms

- (1) HB's prices are ex works, including loading at the works, but excluding packaging, shipping, transport, insurance, unloading, assembly, commissioning, and other ancillary services, unless expressly agreed otherwise. Statutory value added tax shall be charged additionally at the rate applicable at the time.
- (2) Unless expressly agreed otherwise, invoices from HB are due for payment within 30 days without deduction.
- (3) The Purchaser shall be in default at the latest 30 days after the due date and receipt of the invoice. Earlier default in accordance with statutory provisions – in particular by way of a reminder notice or in the case of a performance date determined by the calendar – shall remain unaffected.
- (4) The timeliness of payment shall be determined by the date of full receipt of payment by HB.
- (5) Deviating payment terms, instalments, advance payments, milestone payments, or security arrangements agreed on an individual contractual basis shall take precedence over these GTC.
- (6) In the event of failure to comply with the payment terms, or if circumstances become known to HB after conclusion of the contract that are likely to materially impair the creditworthiness of the Purchaser, all claims of HB arising from the ongoing business relationship shall become immediately due and payable. In such case, HB is entitled to perform any outstanding deliveries or services only against advance payment or the provision of adequate security, or to withdraw from the contract following the fruitless expiry of a reasonable deadline.
- (7) The Purchaser may only set off claims that are undisputed, ready for decision, or established by final and binding judgment. A right of retention shall only be available to the Purchaser to the extent it is based on the same contractual relationship and the counterclaim is undisputed, ready for decision, or established by final and binding judgment.
- (8) In the event of default, HB is entitled to claim default interest at the statutory rate, the statutory lump-sum compensation for default, and any further damages arising from the default.
- (9) If partial deliveries or partial services are rendered at the Purchaser's request, HB is entitled to invoice these separately, to the extent that this is reasonable for the Purchaser.

5. Retention of Title

- (1) All objects, goods, components, tooling, inserts, prototype castings, and other items delivered by HB shall remain the property of HB until all present and future claims of HB arising from the business relationship with the Purchaser have been satisfied in full ("Reserved Goods").
- (2) To the extent the realisable value of the securities exceeds the secured claims of HB by more than 20%, HB shall, upon request by the Purchaser, release securities of HB's choosing.
- (3) During the subsistence of the retention of title, the Purchaser is prohibited from pledging the Reserved Goods, transferring them by way of security, or making any other disposition that could impair HB's ownership rights.
- (4) The Purchaser is entitled to resell the Reserved Goods in the ordinary course of business, provided it is not in default of payment and no application for the opening of insolvency proceedings over its assets has been filed.
- (5) The Purchaser hereby assigns to HB, by way of security, all claims with all ancillary rights arising against its buyers or third parties from the resale of the Reserved Goods. HB accepts this assignment.
- (6) If Reserved Goods are resold together with other goods not belonging to HB, the Purchaser's claim against the buyer shall be deemed assigned in the amount of the delivery price agreed between HB and the Purchaser; in the event of resale as part of a package or as a component of an overall service, the assignment shall apply in the amount of the objectively attributable proportion of the Reserved Goods.
- (7) The Purchaser remains revocably authorised to collect the assigned claims. HB's authority to collect the claims itself shall remain unaffected. However, HB undertakes not to collect the claims itself for as long as the Purchaser duly fulfils its payment obligations, does not fall into default of payment, no application for the opening of insolvency proceedings has been filed, and no other deficiency in its financial capacity exists.
- (8) HB may require the Purchaser to disclose the assigned claims and their respective debtors, to provide all information necessary for collection, to hand over the relevant documents, and to notify the debtors of the assignment.
- (9) The retention of title also extends to products created by processing, combining, or mixing the Reserved Goods, at their full value. If processing, combining, or mixing occurs with goods belonging to third parties whose ownership rights are preserved, HB shall acquire co-ownership in proportion to the invoice values of the goods processed, combined, or mixed at the time of such processing, combining, or mixing.
- (10) The sole or co-ownership arising under the foregoing provision shall constitute Reserved Goods within the meaning of this clause. The Purchaser shall hold HB's (co-)ownership in custody for HB free of charge.
- (11) In the event of attachment, seizure, or other third-party intervention, the Purchaser shall notify HB in writing without delay and provide HB with all documents and information necessary to protect HB's rights.
- (12) In the event of conduct by the Purchaser in breach of contract, in particular in the event of default of payment, HB is entitled, in accordance with statutory provisions, to demand the return of the Reserved Goods following withdrawal from the contract.

6. Delivery Period; Delay in Delivery; Partial Deliveries

- (1) Agreed delivery periods and delivery dates shall only be binding if they have been expressly confirmed as binding by HB.
- (2) The delivery period shall not commence until all documents, data, specifications, permits, approvals, samples, materials, advance payments, and other acts of cooperation to be provided by the Purchaser are available in full and in due time.
- (3) Amendments, additions, or clarifications to the technical or commercial basis initiated by the Purchaser after conclusion of the contract shall result in a reasonable adjustment of the delivery period and, to the extent additional effort is thereby incurred, also of the price.
- (4) If the Purchaser is in default with respect to payments or acts of cooperation, the agreed delivery periods shall be extended by at least the period of the default plus a reasonable restart and retooling period.
- (5) Force majeure and other events not foreseeable at the time of conclusion of the contract and not attributable to HB – in particular war, civil unrest, mobilisation, embargoes, official interventions, shortage of energy or raw materials, operational disruptions, strike, lockout, transport delays, failure of upstream suppliers to deliver in due time or in proper form despite proper cover transactions, or comparable events – shall result in a reasonable extension of the delivery periods.
- (6) If such an impediment to performance persists for an unreasonably long period and it is no longer reasonable for either party to adhere to the contract, both parties shall be entitled to withdraw from the unfulfilled portion of the contract. No claims for damages shall arise therefrom, to the extent HB is not responsible for the impediment to performance.
- (7) The occurrence of delay in delivery shall be governed by statutory provisions, with the proviso that in all cases a reminder notice from the Purchaser shall be required, unless such notice is dispensed with by law.
- (8) At HB's request, the Purchaser is obligated to declare within a reasonable period whether it withdraws from the contract due to a delay in delivery or continues to insist on delivery.
- (9) Partial deliveries and partial services are permissible to the extent they are reasonable for the Purchaser.
- (10) If dispatch or delivery is delayed at the Purchaser's request or for reasons attributable to the Purchaser by more than one month after notification of readiness for dispatch, HB may charge storage costs of 0.5% of the value of the affected

delivery for each commenced month, up to a maximum of 5% in total. The right of either party to demonstrate higher or lower actual storage costs is reserved.

- (11) To the extent a sampling date has been agreed, it shall be deemed to have been met if approvable samples are available within the agreed period. This is subject to the condition that the mould-forming parts, data, specifications, and approvals required for this purpose are available in due time.

7. Transfer of Risk; Dispatch; Acceptance; Default of Acceptance

- (1) Unless otherwise agreed, the place of performance for deliveries and any subsequent performance shall be HB's works or warehouse.
- (2) The risk of accidental loss and accidental deterioration shall pass to the Purchaser as soon as the subject matter of delivery has left HB's works or warehouse. In the case of a sale involving carriage, the risk shall pass to the Purchaser at the latest upon handover to the carrier, freight forwarder, or other person or entity designated for dispatch. This shall also apply where partial deliveries are made or where HB has assumed further services such as transport organisation, shipping costs, delivery, installation, or similar ancillary services.
- (3) To the extent acceptance has been agreed or is required by the nature of the subject matter of delivery, acceptance shall be decisive for the transfer of risk. Acceptance shall take place without delay at the agreed time, or failing that, without delay following HB's notification of readiness for acceptance.
- (4) The Purchaser may not refuse acceptance on account of minor defects. Acceptance may only be refused on account of material defects to the extent that such defects more than insignificantly impair the use of the goods as contractually intended.
- (5) If dispatch or acceptance is delayed or fails to take place for reasons not attributable to HB or arising from the Purchaser's sphere, the risk shall pass to the Purchaser on the date HB notifies readiness for dispatch or acceptance.
- (6) At the Purchaser's request and expense, HB shall insure the subject matter of delivery against the risks specified by the Purchaser, to the extent such insurance is available on market-standard terms.
- (7) If the Purchaser is in default of acceptance, fails to perform an act of cooperation incumbent upon it, or if delivery is delayed for other reasons attributable to the Purchaser, HB is entitled to claim compensation for the resulting loss, including any additional expenditure. Further statutory claims shall remain unaffected.
- (8) For the duration of the default of acceptance, HB is entitled to store the subject matter of delivery at the Purchaser's risk and expense and to claim actual damages incurred, including storage costs, handling costs, internal and external additional expenditure, and other costs caused by the default of acceptance.

8. Material Defects

- (1) HB shall be liable for material defects in accordance with statutory provisions and the following provisions. The basis of any liability for defects is above all the agreed quality of the goods. Only those properties, characteristics, specifications, and intended uses that have been expressly agreed in writing or in text form shall constitute a quality agreement.
- (2) The Purchaser shall inspect the delivery without delay following handover or acceptance in the ordinary course of business and shall give written notice of any apparent defects without undue delay, but no later than two weeks. Defects that only become apparent later shall be reported in writing without delay after discovery, but no later than two weeks after discovery. Timely dispatch of the notice shall be sufficient to comply with the deadline. If the Purchaser fails to carry out a proper inspection and/or give notice of defects, the delivery shall be deemed approved with respect to the relevant defect.
- (3) Goods that are the subject of a complaint may not be further processed, resold, or otherwise altered without HB's prior consent, if and to the extent that such processing, resale, or alteration would impede or render impossible the determination of the defect.
- (4) If a material defect exists, HB shall first be given the opportunity to effect subsequent performance within a reasonable period. HB is entitled, at its own discretion, to remedy the defect or to deliver a defect-free item, to the extent this is reasonable for the Purchaser.
- (5) HB is entitled to make the owed subsequent performance conditional upon the Purchaser paying the outstanding purchase price; however, the Purchaser is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.
- (6) The Purchaser shall allow HB the time and opportunity necessary for the owed subsequent performance, in particular to make the item complained of or a representative test sample available and to grant access to all information relevant to the fault analysis.
- (7) The costs necessary for the purpose of inspection and subsequent performance shall be borne by HB in accordance with statutory provisions, to the extent that a defect actually exists. If the inspection reveals that no defect exists or that the defect alleged is not attributable to HB, HB may demand reimbursement of the costs thereby incurred.
- (8) If subsequent performance fails, is unreasonable for the Purchaser, or has been refused by HB in accordance with statutory provisions, the Purchaser may withdraw from the contract or reduce the price in accordance with statutory provisions. The right of withdrawal shall not apply in the case of a merely minor defect.

- (9) HB shall only be liable for defects in material supplied by the Purchaser, in customer-supplied components, or in pre-specified semi-finished products if HB should have identified the defect by applying the professional care customary in its own business operations.
- (10) Where manufacturing is carried out in accordance with drawings, CAD data, samples, tooling data, or other specifications provided by the Purchaser, HB shall only be liable for execution in conformity with the specifications, but not for the technical correctness, functionality, or suitability of the specifications themselves, unless HB has exceptionally assumed a separate obligation to review or to design.
- (11) The Purchaser's claims for reimbursement of expenses pursuant to Section 445a(1) of the German Civil Code (BGB) are excluded, unless the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 BGB).
- (12) The Purchaser's claims for damages or reimbursement of wasted expenditure in respect of material defects shall only exist in accordance with the liability provisions of these GTC.
- (13) Limitations on defect rights shall not apply to the extent HB has fraudulently concealed a defect or has given a guarantee as to quality.

9. Defects of Title; Intellectual Property Rights

- (1) Unless expressly agreed otherwise, HB is only obligated to provide the delivery free from domestic industrial property rights and copyrights of third parties within the territory of Germany.
- (2) If claims are asserted against the Purchaser on the grounds of infringement of intellectual property rights or copyrights, the Purchaser shall have rights against HB only if the Purchaser:
 - a) promptly informs HB thereof in writing and forwards without delay all cease-and-desist letters, claim letters, and court documents;
 - b) leaves to HB the decision – to the extent legally permissible – on defensive measures, settlement negotiations, and other responses;
 - c) neither acknowledges the claimed rights without HB's prior consent nor takes any actions that would impede HB's legal defence; and
 - d) provides HB upon request with all information, documents, drawings, communications, and other materials required in full for HB's legal defence.
- (3) In the event of a justified defect of title, HB is entitled at its own discretion to:
 - a) obtain a right of use at its own expense;
 - b) modify or replace the delivery such that no intellectual property rights are further infringed and the contractually agreed function is substantially preserved; or
 - c) to the extent that this is economically unreasonable, unwind the contract with respect to the affected part.
- (4) The Purchaser's claims on account of defects of title are excluded to the extent the defect of title is based on:
 - a) specific specifications, drawings, CAD data, samples, or instructions of the Purchaser;
 - b) a use not foreseeable by HB;
 - c) a modification of the subject matter of delivery by the Purchaser or by third parties;
 - d) a combination of the subject matter of delivery with products, systems, or processes not supplied by HB; or
 - e) use outside the contractually agreed or customary operating conditions.
- (5) The Purchaser bears sole responsibility for documents, data, drawings, samples, and other specifications it has provided. Without an express separate agreement, HB is not obligated to verify whether the execution specified by the Purchaser infringes third-party intellectual property rights.
- (6) The Purchaser shall indemnify HB against all third-party claims arising from the fact that HB has manufactured, developed, or delivered in accordance with the Purchaser's specifications, documents, or instructions, unless HB itself is solely responsible for the infringement. The indemnification shall also include reasonable costs of legal prosecution and legal defence.

10. Liability

- (1) Unless otherwise provided in these GTC, HB shall be liable for breaches of contractual and non-contractual obligations in accordance with statutory provisions.
- (2) HB shall only be liable for damages – regardless of the legal basis – within the framework of fault-based liability in cases of wilful misconduct and gross negligence. In the case of ordinary negligence, HB shall be liable, subject to statutory limitations on liability, only:
 - a) for damages arising from injury to life, limb, or health; and

- b) for damages arising from the breach of a material contractual obligation, i.e. an obligation whose fulfilment is a fundamental prerequisite for the proper performance of the contract and on whose observance the Purchaser may regularly rely.
- (3) In the case of ordinary negligence, HB's liability shall be limited to the foreseeable, typical damage at the time of conclusion of the contract.
- (4) To the extent permitted by law, liability for indirect damages and consequential damages – in particular loss of production, business interruption, loss of profit, wasted expenditure, pure economic loss, or damages arising from third-party claims against the Purchaser – is excluded, unless wilful misconduct or gross negligence is present or mandatory statutory grounds for liability apply.
- (5) The foregoing limitations on liability shall also apply in the event of breaches of duty by officers, statutory representatives, employees, workers, other staff, vicarious agents, and sub-agents of HB.
- (6) The limitations on liability shall not apply to the extent HB has given a guarantee, has fraudulently concealed a defect, or is subject to mandatory liability under the German Product Liability Act (Produkthaftungsgesetz).

11. Limitation Period

- (1) The limitation period for the Purchaser's claims on account of material defects and defects of title shall be one year from delivery; to the extent acceptance has been agreed, the period shall commence upon acceptance.
- (2) By way of exception, the statutory limitation periods shall apply:
 - a) to the extent the law provides for longer periods pursuant to Section 438(1)(2) BGB, in particular in the case of structures and items used for structures;
 - b) in the case of recourse claims within the supply chain, to the extent mandatory law applies;
 - c) in the case of claims arising from injury to life, limb, or health;
 - d) in the case of wilful misconduct, gross negligence, fraudulent concealment, or assumed guarantees; and
 - e) in the case of claims under the German Product Liability Act.
- (3) The limitation period shall not restart solely because a replacement delivery is made or remediation is carried out by way of subsequent performance, unless the statutory requirements for a recommencement of the limitation period are fulfilled in the specific case.

12. Applicable Law; Place of Performance; Jurisdiction

- (1) All legal relationships between HB and the Purchaser shall be governed exclusively by the law of the Federal Republic of Germany, excluding conflict of laws rules and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) Only to the extent expressly agreed on a case-by-case basis and made accessible to the Purchaser before or at the time of conclusion of the contract, the specifically designated applicable VDMA standard terms and conditions in the version current at the time of conclusion of the contract shall apply as supplementary terms, to the extent they do not conflict with these GTC.
- (3) The place of performance for all services shall be HB's registered office, unless expressly agreed otherwise.
- (4) The exclusive – including international – place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be, to the extent permitted by law, HB's registered office. However, HB is also entitled to bring action against the Purchaser at the Purchaser's general place of jurisdiction.

13. Final Provisions

- (1) Should any individual provision of these GTC be or become wholly or partially invalid, unenforceable, or contain a gap, the validity of the remaining provisions shall remain unaffected.
- (2) The invalid or unenforceable provision shall be replaced by the applicable statutory rule. To the extent no such rule exists or would lead to an unacceptable result, the parties shall replace the invalid or unenforceable provision with a valid provision that most closely approximates the economic purpose of the provision that has fallen away.