



Landgrafen GmbH + Co. KG

General terms and conditions of business

1. General/Conclusion of Contract

- a) We only conclude supply contracts under the following conditions.
- b) Our offers are non-binding and subject to change. Our order confirmation is the only relevant source for the scope and conditions of the delivery or service. Subsequent changes and additions to the order confirmation must be made in writing. In exceptional cases, a delivery contract is concluded in accordance with the order even without an order confirmation by delivering the ordered goods.
- c) We do not accept any terms and conditions of the customer that conflict with or deviate from our terms and conditions, even if we are aware of the customer's terms and conditions and carry out the delivery without reservation, unless they have been accepted by us in writing.
- d) If other terms and conditions for the transactions between the contracting parties are agreed in writing, our terms and conditions shall apply to the part not regulated therein.
- e) Our terms and conditions only apply to entrepreneurs (as defined in Section 14, Paragraph 1 of the German Civil Code); they also apply to all future transactions with the customer arising from an ongoing business relationship.

2. Prices

- a) Our prices are ex works excluding packaging and VAT.
- b) If, after the conclusion of a contract, the total production costs change by more than 5% due to wage increases, increases in energy prices, increases in metal prices, customs duties or other costs, the cost share included or not included in the originally agreed price will change in accordance with the change in costs. This does not apply if the change occurred within 6 weeks of the conclusion of the contract. The claim to the changed price becomes due at the moment in which one party requests the price adjustment in writing.

3. Delivery and acceptance obligations

- a) Delivery periods begin as soon as all execution details have been clarified and the customer has provided all of the cooperation required of him. If the shipment is delayed through no fault of our own, the delivery period shall be extended by the period of delay for which we are not responsible. Partial deliveries are permitted unless there is a recognizable interest on the part of the customer that conflicts with this.
- b) If we are prevented from making timely delivery due to force majeure or due to unforeseeable circumstances for which we are not responsible, such as official measures, unrest or failure to deliver by our suppliers, the delivery period shall be extended by the duration of the hindrance. If the hindrance lasts longer than three months, we and the customer may withdraw from the contract with regard to the part not yet fulfilled, excluding any claims for damages.
- c) If we are in default, the customer is entitled to set a reasonable grace period of at least four weeks and to withdraw from the contract after this period has expired without result. In the event of slight or simple negligence on our part, claims for damages instead of performance are limited to the damage that is typical for the contract and foreseeable.
- d) Tests requested by the customer will only be carried out by us based on an express written agreement. If test results ordered by the customer are provided to the customer, the customer must immediately check these results with regard to the usability of the delivered parts for his purposes.
- e) If a delivery is to be made based on a sample created by us, our first delivery shall be deemed to be a sample delivery. The purchaser is obliged to examine this delivery to see whether it has all the properties he ordered. If no complaint is made within two weeks of receipt of the first delivery, this first delivery shall be deemed to be correct. All further deliveries shall then be made in accordance with this first sample delivery.

4. Shipping and transfer of risk

- a) The risk shall pass to the purchaser when the goods leave our factory (ex-works).
- b) If shipment is delayed for reasons for which the customer is responsible, the risk shall pass on the day of provision.

5. Dimensions, weights, delivery quantities, properties

- a) The usually applicable DIN, ISO and EN standards apply to compliance with dimensions and properties. In addition, we state dimensions and weights in our offers and order confirmations to the best of our knowledge. However, they are not a guarantee of quality. Minor deviations, in particular excess or short weights due to foundry-related technical reasons, do not entitle the customer to make complaints or claims for defects, unless otherwise agreed.
- b) Due to the special nature of the metal casting process, an excess or shortfall of up to 10% of the order quantity is permissible for series production.

c) Unless otherwise agreed, the delivered goods comply with the contract if they comply with the regulations of the country of dispatch. Normative requirements in countries other than the country of dispatch must be expressly agreed in writing.

6. Claims due to defects

- a) We must be given the opportunity to inspect the defect complained of on site. We must carry out the inspection immediately if the customer indicates an interest in immediate settlement.
- b) Claims for defects shall not be accepted if there are only insignificant deviations from the quality or only an insignificant impairment of the usability.
- c) All our specifications are only descriptions of services and not guarantees, unless otherwise agreed in writing.
- d) If there is a defect in the goods for which we are responsible, we are entitled, at our discretion, to remedy the defect or to make a replacement delivery. In the case of a replacement delivery, the defective goods must be returned to us in exchange.
- e) If the customer wrongfully complains about the existence of a defect, we are entitled to charge the customer for the reasonable expenses incurred by us for the elimination and/or determination of the defect.
- f) We may charge the customer with the additional costs of the expenses required for the purpose of subsequent performance, in particular transport, travel, labour and material costs, insofar as the expenses increase as a result of the delivery of the goods to a location other than the delivery address, unless the delivery is carried out in accordance with the intended use as stipulated in the contract.
- g) The purchaser's right of recourse in the case of consumer goods purchases (Section 478 of the German Civil Code) is excluded insofar as the purchaser has made agreements with its customers that go beyond the customers' statutory claims for defects. The purchaser must inform us of its customers' claims for defects in good time so that we are able to meet the customer's claims instead of the purchaser at our discretion.
- h) Claims for defects expire 12 months after delivery, unless we caused the defects through gross negligence or intent or fraudulently concealed them. This limitation period also applies to consequential damages caused by defects, provided that these are not claimed as a result of unlawful acts. If subsequent performance is required due to defective delivery, the limitation period is only suspended until subsequent performance and is not restarted.
- i) Before the customer can assert further claims or rights (withdrawal, reduction, compensation or reimbursement of expenses), we must first be given the opportunity to remedy the defect within a reasonable period of at least four weeks. If the remedy fails despite at least two attempts at remedy, we refuse to remedy the defect, or if the remedy is not possible or unreasonable for the customer, the customer can withdraw from the contract or reduce the remuneration. Clause 7 of these terms and conditions applies to the assertion of damages and reimbursement of expenses.
- j) The following also applies to claims based on defects of title:
- i) Unless otherwise agreed, we are only obliged to provide the deliveries in the country of the delivery address free of third-party rights.
 - ii) In the event of an infringement of third-party property rights for which we are responsible, we can, at our discretion, either obtain a right of use sufficient for the agreed or assumed use and transfer it to the customer at our own expense, or modify the delivered goods so that the property right is not infringed, or replace the delivered goods, provided that the agreed and assumed use of the delivered goods is not impaired thereby. If this is not possible for us, or if we refuse subsequent performance or if this fails, the customer is entitled to the statutory claims and rights. Clause 7 applies to claims for damages and reimbursement of expenses.
 - iii) If a drawing or other information provided to us by the customer for implementation infringes the intellectual property rights of third parties, the customer must indemnify us against all claims by third parties with regard to such infringement of intellectual property rights.
- k) If samples are sent to the customer for inspection, we are only liable for ensuring that deliveries are made in accordance with the sample, taking into account any corrections. The above provisions under 3. e) remain unaffected.
- l) Defects which are based on the design, construction, choice of materials or other specifications or drawing entries provided by the customer are excluded from claims for defects.
- m) If the customer fails to comply with his obligations under 3d and 3e or if he does not immediately complain about defects which he should have recognised under 3d and 3e, he cannot assert any claims against us.

7. Damages

- a) The assertion of damages or reimbursement of expenses (hereinafter "damages") due to defects in the delivered goods (claims for defects) is excluded if we are unable to carry out subsequent performance for reasons for which we are not responsible. The assertion of damages for defects and consequential damages resulting from the delivery of defective goods generally requires that we are responsible for the defect intentionally, through gross negligence or through a negligent, significant breach of duty, unless otherwise agreed.
- b) Otherwise, any claims for damages and reimbursement of expenses ("damages claims") of the customer, regardless of the legal grounds, in particular due to breach of obligations arising from

and in connection with the contractual relationship, from fault before or when concluding the contract and from tort. This does not apply to claims according to §§ 1, 4 of the Product Liability Act, in cases of intent or gross negligence, in the event of injury to life, bodily injury or damage to health, due to the assumption of a guarantee for the existence of a quality (quality guarantee) or in the event of our negligent, significant breach of duty. In no case are we liable beyond the mandatory applicable statutory claims. In the event of our simple negligence, our liability is limited to the foreseeable and typical damage.

- (c) These provisions in paragraphs (a) and (b) do not entail any changes to the burden of proof.
- d) To the extent that our liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff, representatives and vicarious agents.
- e) The limitation period for claims between the supplier and the purchaser is governed by Section 6(h), unless claims arising from producer liability pursuant to Sections 823 et seq. of the German Civil Code (BGB) or the Product Liability Act are affected. This limitation period also applies in particular to consequential damages caused by defects.
- f) The amount of damages is limited to a maximum of 30% of the order value, unless mandatory applicable law conflicts with this.
- g) We deliver the goods exclusively in accordance with the designs specified by the customer. We accept no liability for the suitability of the ordered parts for the purposes intended by the customer.

8. Terms of payment

- a) Invoices are to be paid within 30 days of the invoice date without deductions. Our invoices are created and sent when the goods are ready for dispatch.
- b) Costs for workpiece-related models and production facilities according to clause 10 c) must always be paid in advance.
- c) The purchaser may only offset claims against our claims that are undisputed or legally binding. The purchaser is only entitled to exercise a right of retention or to refuse performance if defects in the delivered goods have at least been made credible (e.g. by written confirmation from a neutral person or body).
- d) If the customer defaults on payment, we are entitled to charge interest on arrears at a rate of 9% above the base interest rate (Section 247 of the German Civil Code) per annum.
- e) If parts of an invoice are unclear or disputed for the customer, the full invoice amount must be paid, provided that the unclear or disputed part of the invoice does not exceed 25% of the invoice amount. If the unclear or disputed part of the invoice exceeds 25% of the invoice amount, the undisputed amount must be paid. In both cases, we must be informed immediately of the disputed or unclear part of an invoice for review, clarification and, if necessary, credit.

9. Retention of title, objection of uncertainty

- a) We retain title to the delivered items until they have been paid for in full. If payment is delayed after a deadline has been set, we are entitled to take back the delivered item. This does not apply if the customer has already applied for insolvency proceedings or insolvency proceedings have been opened, which means that we are not permitted to take back the delivered items immediately. After taking back the delivered item, we are entitled to sell it; the proceeds from the sale are to be credited against the customer's liabilities - less reasonable disposal costs. The disposal regulations of the Insolvency Code remain unaffected.
- b) The purchaser is obliged to treat the delivery item with care and, in particular, is obliged to insure it at its own expense against fire, water and theft damage to its replacement value.
- c) In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing. The customer is liable to us for the legal and extrajudicial costs of any necessary action in accordance with Section 771 of the Code of Civil Procedure (third-party objection action). The customer is not entitled to transfer the goods delivered by us to third parties as security (transfer of ownership by way of security) before he has acquired full ownership of the goods from us.
- d) The provisions of Section 321 of the German Civil Code (BGB) apply to all delivery agreements between the customer and us.

10. Workpiece-related models, manufacturing facilities and protected knowledge

- a) If the customer provides us with models or production equipment (e.g. foundry molds, processing equipment), these must be sent to us free of charge. We can demand that the customer retrieve such equipment at any time; if he does not comply with such a request within 3 months, we are entitled to return it to him at his expense or to destroy it at our discretion. The costs for their maintenance and any desired changes are borne by the customer.
- b) The customer is liable for technically correct construction and the execution of the equipment in a way that ensures the manufacturing purpose; however, we are entitled to make changes for manufacturing reasons. Without a special agreement, we are not obliged to check that the equipment provided corresponds to the attached drawings or samples.
- c) If we manufacture or procure workpiece-related models or production equipment at the request of the customer, the customer must reimburse us for the costs incurred. The models and production equipment manufactured or procured by us in this way become the property of the customer upon payment of the purchase price; they will be used exclusively for deliveries to the customer by us during the term of the contract, unless otherwise agreed. The transfer of ownership gives rise to a storage obligation for us. If 3 years have passed since the last delivery,

we are not obliged to store the goods any longer, unless a reasonable storage fee is agreed with the customer. The storage agreement can be terminated by the customer no earlier than 3 years after the transfer of ownership, unless other agreements have been made. If the full cost of the models or production facilities has not been charged, the customer will also bear the remaining costs if he does not purchase the quantities promised when concluding the contract.

- d) If it is agreed that we will become the owner of the facilities, special agreements will be required.
- e) We will treat all models and production equipment with the same level of care that we apply to our own affairs. The customer is obliged to insure his models and equipment at his own expense, even if they are stored with us. Claims for compensation for damage or consequential damage are excluded under the conditions of sections 6, letters c) and 7. In particular, we are not liable for damage to production equipment caused by fire, water ingress, theft or vandalism, provided that we are not at fault for such damage.
- f) If deliveries are made according to drawings or other information provided by the customer and this infringes the intellectual property rights of third parties, the customer shall indemnify us against all claims.
- g) Our drawings and documents provided to the customer, as well as our suggestions or for the advantageous design and manufacture of the delivery items or their knowledge by the customer within the scope of the delivery relationship ("protected knowledge") remain our property, may not be passed on to third parties and can be reclaimed by us at any time. If the customer nevertheless passes on our protected knowledge to third parties in contravention of this regulation, he will be liable to pay us full compensation, in particular for the economic loss incurred by us.
- h) License claims by the customer based on industrial property rights to models and production equipment sent in or manufactured or procured on his behalf are excluded to the extent that they are used by us in accordance with the contract.
- i) When using disposable models (e.g. made of polystyrene foam) or molds produced without the use of models (e.g. from 3D printing), special agreements are required. In particular, in these cases we are entitled to carry out repairs (e.g. welding, impregnation) on the delivery items, even if we would not otherwise be entitled to do so.
- j) In the case of casting models, the design and execution of the casting and feeding system remains our property. If the models are returned, we are entitled to remove them from the models. Documentation of the models by the customer or by us must exclude the casting and feeding system.
- k) In the case of production equipment for machining or for leak testing, only that part which can be used exclusively for the delivery item becomes the property of the customer when the customer pays for it. A budget paid by the customer for the procurement of accessories to be used for production (e.g. clamping devices, tools) does not give the customer ownership of the equipment.

11. Accessories, parts to be cast or assembled

- a) Parts intended for casting must be delivered free of charge; they must be dimensionally accurate and ready for casting. Any processing costs incurred are to be borne by the customer. The customer is responsible for the suitability and quality of these cast parts. He is also responsible for the suitability and quality of the cast parts if they are not supplied by him due to a contractual agreement to the contrary, but he has nevertheless suggested or specified the type and/or manufacturer.
- b) The number of cast parts must reasonably exceed the number of castings ordered.
- (c) Paragraphs (a) and (b) shall apply mutatis mutandis when parts are assembled into an assembly.
- d) If the customer provides (raw) material for further processing by us ("provided goods"), a reject rate of 5%, but at least 2 pieces per lot, is deemed to be agreed and does not entitle the customer to claim reimbursement of the costs of this provided (raw) material. Above this rate, liability for material rejects due to processing errors is limited to the added value of the pure processing. Paragraph a) applies accordingly to the provided goods: If the provided goods have defects, we are nevertheless entitled to invoice the customer for the added value we have made to them.

12. Place of performance, place of jurisdiction, applicable law, severability clause, data protection

- a) The place of jurisdiction and performance is the registered office of our company. However, we are entitled to sue the customer at his registered office.
- b) The contract language is German. German law applies exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods of August 11, 1980 is excluded.
- c) Should one or more provisions of these terms and conditions be or become legally invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid one that comes closest to the legal and economic intention of the contracting parties.
- d) With regard to data protection, our "Information on data collection in accordance with Art. 13 GDPR" is authoritative.