

General Terms of Sale and Delivery of TS Verbindungsteile GmbH

1. General Conditions

- 1.1 The General Terms and Conditions of Sale and Delivery of TS Verbindungsteile GmbH apply exclusively; TS Verbindungsteile GmbH shall not recognise any terms and conditions of the customer that are in conflict with or deviate from these Terms and Conditions of Sale, unless TS Verbindungsteile GmbH has expressly agreed to their applicability in writing. These Terms and Conditions of Sale shall also apply exclusively if TS Verbindungsteile GmbH effects delivery to the customer without reservation, in the knowledge that the terms and conditions of the customer conflict with or deviate from the Terms and Conditions of Sale provided here.
- 1.2 All agreements made between TS Verbindungsteile GmbH and the customer, for the implementation of this contract, are written down in this contract.
- 1.3 These conditions of sale only apply to companies in the sense of § 310 (1) BGB (German Civil Code).
- 1.4 These conditions of sale only apply to contracts with customers within the Federal Republic of Germany. For all cross-border contracts, the General Conditions of Export of TS Verbindungsteile GmbH apply.

2. Closing of Contracts, Customer Specifications, Third Party Property Rights

- 2.1 Offers made by TS Verbindungsteile GmbH are exclusively non-binding, meaning that the customer's order is to be considered as an offer pursuant to § 145 of the German Civil Code (Customer Orders), which TS Verbindungsteile GmbH may accept within two weeks.
- 2.2 The customer is bound by his order until it has been accepted by TS Verbindungsteile GmbH, but for no longer than two weeks (No 2.1).
- 2.3 The contract shall only be concluded, in text form (e.g. by email or fax), upon confirmation by TS Verbindungsteile GmbH.
- 2.4 TS Verbindungsteile GmbH manufactures connecting elements (goods), particularly on request. Data on dimensions, weight and performance, standards specified by the customer and images and drawings provided by the customer are decisive. TS Verbindungsteile GmbH retains ownership and copyright of its own cost estimates, quotations, drawings and other documents. Such documents may not be made accessible to third parties and are generally to be returned to TS Verbindungsteile GmbH without delay, and without the request to do so, particularly if no contract is concluded. Upon return of the documents, the customer must provide TS Verbindungsteile GmbH with the assurance that no copies have been made, or alternatively, at the discretion of TS Verbindungsteile GmbH, they must be destroyed. The customer has no claim to the surrender of drawings of any kind. If the customer has come into possession of the aforementioned drawings, any reproduction thereof, even insofar as a lack of sufficient patent protection exists, and the disclosure of the drawings or allowing third parties to inspect the drawings, is prohibited. The customer shall be held liable for any use of the documents in his possession contrary to the above conditions.
- 2.5 If the customer provides TS Verbindungsteile GmbH with drawings, models, samples or any other documentation, he/she shall guarantee that the industrial property rights of third parties are not or cannot be infringed upon. In particular, if any third party prohibits the manufacture and delivery of goods by invoking industrial property rights, TS Verbindungsteile GmbH shall be entitled, without being obliged to examine the legal situation, to cease any further activity in this respect and to claim damages if the customer is at fault. The customer shall also undertake to indemnify TS Verbindungsteile GmbH immediately against any and all related claims by third parties.

3. Prices

The prices quoted are net prices and do not include the applicable statutory value added tax. The prices apply "ex works". The costs of packaging, loading, freight and any insurance shall be borne by the customer, unless agreed to the contrary.

4. Conditions of Payment, Due Date, Default, Offset, Right of Retention and Financial Circumstances of the Customer

- 4.1 Unless otherwise agreed, all invoices submitted by TS Verbindungsteile GmbH are due immediately, without any deductions. Cheques, bills of exchange and other payment instructions are only accepted by special agreement, and only as payment. The passing on of cheques or bills of exchange and the extension of bills of exchange shall not be regarded as fulfilment. If, in exceptional cases, payment in a foreign currency is agreed upon, the official exchange rate determined on the day on which the receipt of payment is reflected in the bank account of TS Verbindungsteile GmbH (receipt of payment, bank credit note) shall apply for the conversion into Euros. The customer shall reimburse TS Verbindungsteile GmbH in respect of any costs charged by the paying agent.
- 4.2 If the customer is in arrears with the payment of an agreed instalment or any other payments that are due, if he/she does not honour an existing bill of exchange when it expires, or if the customer breaches the contract in any other way, all outstanding claims of TS Verbindungsteile GmbH arising from the business relationship shall become due immediately.
- 4.3 Initially, partial payments shall be set off against costs, thereafter against interest, then against claims for other services and finally against the principal claim, pursuant to § 367 BGB.
- 4.4 In the event of default on the part of the customer, the interest rate shall be 9% above the base rate. The assertion of any claims for damages in excess of this remains unaffected.
- 4.5 TS Verbindungsteile GmbH is entitled to offset claims against the customer with liabilities of TS Verbindungsteile GmbH towards the customer. For the offsetting, it is irrelevant whether cash payment, payment by bill of exchange or cheque or any other method of payment has been agreed upon. If a current account relationship exists with the customer, the offsetting agreement shall extend to the balance on the due date. Securities provided by the customer to TS Verbindungsteile GmbH are liable in each case for all claims of TS Verbindungsteile GmbH, in the order specified under Point 4.3. Securities held by TS Verbindungsteile GmbH shall be released at the request of the customer if their value exceeds the claims to be secured by more than 10%.
- 4.6 The customer shall only have rights of set-off or retention with regard to claims that have been legally established or recognised by TS Verbindungsteile GmbH. Right of retention is not permissible in the case of minor differences in quantity or deviations in quality determined or alleged by the customer.
- 4.7 Should the economic circumstances of the customer change in such a way, after conclusion of the contract, that the claims of TS Verbindungsteile GmbH no longer appear to be sufficiently secured, TS Verbindungsteile GmbH shall be entitled to demand advance payment or the provision of security. If the customer refuses to do comply with this demand, TS Verbindungsteile GmbH may withdraw from the contract or demand compensation for damages after a period of grace of 14 days has elapsed without any results – in this case, no further preconditions are required.
- 5. Delivery, Delivery Delays, Disruptions in Operations and Liability in the Event of Delayed Delivery, Excess/Shortfall in Deliveries**
- 5.1 Unless an exact number of items to be delivered has been expressly agreed in writing between TS Verbindungsteile GmbH and the customer, TS Verbindungsteile GmbH reserves the right to over or under deliver to the extent of 10%.
- 5.2 The delivery periods stated by TS Verbindungsteile GmbH are always non-binding. The delivery periods shall not commence until all details of execution have been fully clarified. Compliance with delivery periods subject to binding agreements shall depend on the customer fulfilling all of his/her obligations. In the event of subsequent changes to the ordered goods, the delivery period shall be extended accordingly.
- 5.3 TS Verbindungsteile GmbH shall be in default of delivery if they fail to deliver within a reasonable period of grace of four weeks, to be set by the customer in the form of a reminder, after expiry of the agreed delivery period.
- 5.4 The customer shall only be entitled to withdraw from the contract or to assert claims for damages following a delay in delivery and the fruitless expiry of a reasonable period of grace, to be set in the form of a reminder.
- 5.5 Should operational disruptions of any kind occur at TS Verbindungsteile GmbH or its suppliers (due to force majeure, including pandemics, epidemics or other diseases and outbreaks of disease, including measures taken by government or other public authorities, and the effects thereof, or any strikes or similar events), TS Verbindungsteile GmbH shall be released from its obligations for the duration of these operational disruptions, and any operational consequences thereof. If delivery becomes impossible due to disruptions of this kind, the obligation of the parties to fulfil the contractual duties shall cease to apply.
- 5.6 TS Verbindungsteile GmbH shall inform the customer without delay of any changes in design and shape that may become necessary during the execution of the order. The customer shall send a binding order to TS Verbindungsteile GmbH in writing, regarding the changes in design and shape. TS Verbindungsteile GmbH shall only make changes to the design and shape on the basis of the instructions issued by the customer.
- TS Verbindungsteile GmbH reserves the right to deliver a similar item, in place of the goods that were ordered, subject to the same contractual conditions.

- 5.7 Furthermore, in the event of a delay, TS Verbindungsteile GmbH shall be liable in accordance with the statutory provisions, insofar as a fixed delivery date has been expressly agreed.
- 5.8 Deliveries shall always be made at the expense and risk of the customer. At the customer's request, TS Verbindungsteile GmbH will take out transport insurance, the expense of which shall be borne by the customer. Separate agreements shall apply regarding the return of packaging.

6. Transfer of Risk, Fulfilment, Liability in Case of Non-fulfilment

- 6.1 Unless otherwise stated in the order confirmation from TS Verbindungsteile GmbH, delivery "ex works" is agreed upon.
- 6.2 TS Verbindungsteile GmbH shall, to an acceptable extent, be entitled to make partial deliveries. In the case of call orders, TS Verbindungsteile GmbH shall be entitled to manufacture the entire order quantity, or to have it manufactured, in a single run. Therefore, no change requests can be considered after the order has been placed; alternatively, such change requests will only be considered subject to a corresponding increase in costs, which must be borne by the customer.
- 6.3 The customer shall be liable for damages if the goods are not produced as a result of conduct for which the customer is responsible.
- 6.4 As compensation for non-fulfilment of the order, TS Verbindungsteile GmbH may demand a lump sum compensation of 15 % of the net order value. Moreover, TS Verbindungsteile GmbH may demand compensation for parts purchased specifically for the order, simultaneously with the return of those parts to the customer, insofar as TS Verbindungsteile GmbH has no other use for the parts. The compensation for damages shall be set higher or lower if TS Verbindungsteile GmbH proves that the damage incurred is higher, or if the customer proves that the damage incurred is lower.

7. Retention of Title

- 7.1 The goods remain the property of TS Verbindungsteile GmbH until the customer has settled all claims in full. This shall also include any claims from further business relationships, insofar as any additional transactions were concluded with the customer before expiry of the retention of title
- 7.2 As long as the retention of title exists, the customer undertakes to safeguard the goods. Furthermore, the customer must obtain insurance for the goods during this period. At the request of TS Verbindungsteile GmbH, proof of insurance must be provided by presenting the policy or a qualified confirmation thereof. If the customer does not comply with the insurance obligation within two weeks after delivery, TS Verbindungsteile GmbH may take out an appropriate insurance policy at the customer's expense. The rights derived from this insurance are to be assigned to TS Verbindungsteile GmbH. If the insurance benefit in the event of damage exceeds the damage incurred by TS Verbindungsteile GmbH, the customer shall be entitled to the surplus.
- 7.3 The customer is not authorised to dispose of the goods during this period, or to grant the use thereof to third parties, either contractually or in any other way. Particularly, there is a general export ban on the goods during this period. In the event of infringement, any claims of the customer against the third party arising from the prohibited disposal shall be deemed to have been assigned to TS Verbindungsteile GmbH.
- 7.4 In accordance with §§ 946 et seq. BGB, any processing/combining/mixing or changing of the goods shall always be carried out by the customer on behalf of TS Verbindungsteile GmbH. If the goods are inseparably mixed/combined or processed with other objects that are not provided by TS Verbindungsteile GmbH (according to §§ 946 et seq. BGB), TS Verbindungsteile GmbH shall acquire joint ownership of the new item in the ratio of the value of the goods (final invoice amount, including VAT) to the other mixed/combined or processed items, at the time of mixing/processing/combining. If the mixing/processing/combining is carried out in such a way that the customer's original item is to be regarded as the main item, it shall be deemed to have been agreed that the customer shall transfer joint ownership to TS Verbindungsteile GmbH on a pro rata basis. The customer shall safeguard the goods to which TS Verbindungsteile GmbH has thereby obtained sole ownership or co-ownership. The customer shall also assign any claims that arise against a third party, as a result of the goods being combined with a piece of real estate, to TS Verbindungsteile GmbH as security.
- 7.5 In the case of a breach of contract on the part of the customer, particularly in the case of a default in payment, TS Verbindungsteile GmbH shall be entitled to repossess the goods. Repossession of the goods shall constitute a withdrawal from the contract. In this case, the customer is not entitled to invoke a right of possession.

8. Notification of Defects

The customer is obliged to inspect incoming goods immediately and to notify TS Verbindungsteile GmbH of any defects without delay. The customer must give notice of any concealed defects within one week of determining their existence. All complaints must be submitted in writing. The complaint must contain a detailed description, indicating the causes and effects of any defects. Documentation materials, particularly photographs, must be made available to TS Verbindungsteile GmbH on request. The costs of an unjustified notice of defect shall be borne by the customer.

9. Warranty for Defects

- 9.1 If the goods delivered by TS Verbindungsteile GmbH are not of the agreed quality (defective goods) at the time of transfer of risk, the claims of the customer shall be based exclusively on the following provisions.
- 9.2 If TS Verbindungsteile GmbH delivers defective goods, they shall be entitled to choose between rectification of the defect or delivery of a defect-free item (rectification of defects). TS Verbindungsteile GmbH shall bear the costs of rectifying the defect, with the exception of those costs associated with the onward transport of the goods to a place other than the original destination. Any parts that are replaced shall become the property of TS Verbindungsteile GmbH and must be returned to them.
- 9.3 The customer is not entitled to rectify defects themselves or have them rectified, unless TS Verbindungsteile GmbH is in default with the rectification of the defect or the customer is forced to rectify the defect due to imminent danger. The customer is also obliged to grant TS Verbindungsteile GmbH access to the delivered goods for the purpose of rectifying the defect, and to support any measures that are or become necessary to rectify the defect.
- 9.4 If the correction of the defect is unsuccessful, or if TS Verbindungsteile GmbH culpably fails to meet a deadline set by themselves for subsequent fulfilment, the customer may, within the framework of the statutory provisions, reduce the purchase price or withdraw from the contract, at their own discretion.
- 9.5 Warranty claims shall not apply if the customer or any third party commissioned by the customer assembles, uses, handles, stores, repairs or otherwise modifies the delivered goods incorrectly. The same applies to any damage due to natural wear and tear of the delivered goods.
- 9.6 If the defects of the supplied goods only relate to a part of the delivery, the above-mentioned claims shall only apply with respect to that part of the delivery that is affected by non-performance or poor performance. In such a case, withdrawal from the entire contract, or alternatively, a claim for damages incurred, rather than for the entire performance, is only possible if the incompleteness of the delivery or partial delivery in accordance with the contract, in itself constitutes a material breach of contract.
- 9.7 For the assertion of claims for damages, due to defects, No. 10 below shall also apply.
- 9.8 Claims for warranty for defects – excluding claims for damages – are subject to the statute of limitations within twelve months from date of the transfer of risk. This shall not apply in respect of the delivery of goods that have been used for a structure in the customary manner, resulting in the defect in question. The provisions of §§ 478,479 BGB (German Civil Code) and No. 10 below shall remain unaffected.

10. Liability

- 10.1 TS Verbindungsteile GmbH is liable for culpable injury to life, limb or health, in accordance with the statutory provisions. This also applies to liability under the provisions of mandatory statutory liability, in particular the Product Liability Act and in the event of the assumption of a guarantee.
- 10.2 TS Verbindungsteile GmbH shall be liable for breaches of obligation based on intent or gross negligence, including intent or gross negligence on the part of its representatives or vicarious agents, in accordance with the statutory provisions. Insofar as TS Verbindungsteile GmbH cannot be accused of culpable breach of contract, its liability for damages shall be limited to the foreseeable, typically occurring damage. TS Verbindungsteile GmbH shall also be liable in accordance with the statutory provisions in the case of culpable breach of material contractual obligations. A material contractual obligation exists if the breach of obligation relates to an obligation upon whose fulfilment the customer is reliant and upon which he/she is entitled to rely. However, even in this case, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- 10.3 In all other cases of negligent breach of obligation, liability shall be limited to three times the net value of the order. In such cases, TS Verbindungsteile GmbH shall also be liable for any proven damage up to a maximum value of EUR 30,000, in the case that three times the net order value is lower than this.

11. Provision of Parts, Test Parts, Moulds, Tools, Care during Use and Safekeeping

- 11.1 If the customer is required to provide any parts for the execution of the order, they must be delivered to the production site free of charge, in the agreed quantities, or alternatively with an appropriate number of additional parts to cover any rejects. Delivered parts shall be received in good time and free of any defects. Should this not be the case, any costs and delays resulting therefrom shall be at the expense of the customer.
- 11.2 The composition and ingredients of the materials provided by the customer, as well as the machines used for production, are decisive for the subsequent application of the goods. The same applies to any goods that are manufactured by TS Verbindungsteile GmbH according to the specifications and requests of the customer for testing purposes (test parts).

In the case of any materials/tools or test parts being provided by the customer, he/she shall assume exclusive responsibility for ensuring that the tools/materials or test parts provided comply with the agreed quality, and that they are suitable for meeting the requirements in terms of the use of the delivery or the normal use thereof, as stipulated in the contract. If the customer does not comply with the aforementioned obligations, he shall indemnify TS Verbindungsteile GmbH against any and all claims.

- 11.3 Unless agreed to the contrary, the production of test parts, including the costs for any moulds and tools required, shall be borne by the customer.
- 11.4 TS Verbindungsteile GmbH's obligation to exercise care with regard to the use and safekeeping of tools, moulds and other production equipment provided by the customer shall be limited to its own use thereof. Costs for the maintenance and care thereof shall be borne by the customer, unless agreed to the contrary.

12. Place of Fulfilment, Court of Jurisdiction, Applicable Law

- 12.1 The place of fulfilment for both parties and for all current and future claims arising from the contractual relationship is 54634 Bitburg, Germany.
- 12.2 The court of jurisdiction for all disputes arising from the contractual relationship is Bitburg. TS Verbindungsteile GmbH is also entitled to take legal action against the customer at his place of business.
- 12.3 The law of the Federal Republic of Germany applies exclusively. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention/CISG) is excluded.

13. Changes to the Contract, Other Conditions

- 13.1 Any amendments and supplements to contracts that are binding for the contracting parties, as well as any annexes thereto, must be made in writing. This also applies in the event of any waiver of the requirement for the written form.
- 13.2 Any legally binding declarations by and towards TS Verbindungsteile GmbH are only effective if they are issued or received by persons authorised to represent the company. Sales offices, factory representatives, authorised dealers and general representatives do not have any legal powers of attorney and are therefore not authorised to represent the company.
- 13.3 No party may plead an actual practice that deviates from the terms of this contract, as long as the deviation has not been specified in writing.
- 13.4 Contractual rights towards TS Verbindungsteile GmbH are not transferable without the prior written consent of TS Verbindungsteile GmbH.
- 13.5 Should any of the foregoing provisions be or become invalid or unenforceable, or should the parties determine that a loophole exists, the validity of the remaining provisions shall not be affected thereby. An appropriate provision shall replace the invalid or unenforceable provision or close the loophole. As far as legally permissible, this shall come as close as possible to the intentions of the contracting parties if they had considered that point when concluding the contract or including a subsequent provision. At this time, the contracting parties have already agreed on a valid or feasible provision in such a case, or a provision to close the loophole, that comes as close to the intents and purposes of the respective contract as possible from an economic perspective.