# General Terms and Conditions of Delivery and Sale

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of **Kummer GmbH & Co. KG**, Enzberger Str. 26, 75443 Ötisheim

**I. General**

1. In addition to any individual contractual agreements, these General Terms and Conditions of Delivery and Sale (hereinafter referred to as "GTCS") shall apply to all our offers, deliveries and services to customers who are entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) or legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). This applies irrespective of whether a purchase contract, contract for work and services or an atypical contractual relationship is the basis, we deliver goods, provide advice or other contractual services, or a pre-contractual legal relationship exists in this respect.
2. In these GTCS, interested parties, orderers, purchasers, clients and our other contractual partners are uniformly referred to as "customer".
3. Only individual agreements made in writing with the customer shall take precedence over these GTCS.
4. Subject to our written consent to the contrary, we do not recognise any general terms and conditions of business of the customer that conflict with or deviate from these GTCS.
5. These GTCS shall also apply if we accept payments or provide services without reservation in the knowledge that our customer's general terms and conditions conflict with or deviate from these GTCS, unless we have expressly agreed to the validity of the customer's GTCS in writing. The customer shall recognise these GTCS as effective at the latest by accepting our services.
6. If these GTCS have been effectively included in the contractual relationship with our customer, the GTCS shall also apply to future contracts in the event of a continuing business relationship with the same customer without renewed inclusion.
7. Rights to which we are entitled beyond these GTC according to law or contract remain unaffected.
8. These General Terms and Conditions of Sale shall come into force with effect from 01.07.2022, replace our previously valid General Terms and Conditions of Sale and are available for viewing and downloading at any time on our homepage (URL: https://kummer-gmbh.de/Downloads/) under "General Terms and Conditions of Sale".

**II. Duty to inform and general information**

1. The customer is obliged to inform us in good time, comprehensively and at least in text form about the specific intended use and about any conditions of use of the products requested/ordered by the customer which deviate from normal practice. In the absence of receipt of this information, we shall provide any form of product-related advice to the best of our knowledge based on our general experience.
2. Information in our brochures, catalogues and documents, e.g. on the suitability and use of our products, are non-binding unless they are expressly designated as binding in our offer or our order confirmation. They do not exempt the buyer from carrying out his own tests and trials. In particular, the buyer is not exempt from testing the suitability of our products for the intended use himself. This also applies with regard to legal and official regulations in connection with the use of our products.

**III. Independent information and technical advice free of charge**

If we provide technical information, advice or training free of charge, the information we provide regarding the technical design of products is non-binding and is to be understood merely as guide values which, as a rule, are correct according to our experience, but which may be inaccurate in individual cases due to the specific conditions of use. A numerical value stated by us shall not be deemed to be a guarantee of quality, nor shall it be deemed to be a statement accompanying the product, nor shall the customer thereby be released from his own obligation to carry out an object-related examination and determination of the specific technical standards and values to be complied with. Free technical information is provided by us voluntarily, without any intention to be legally bound and to the exclusion of any liability, unless otherwise agreed in writing in individual cases.

**IV. Documents provided**

1. If we provide the customer with illustrations, drawings, calculations and other documents in physical or electronic form, we reserve the ownership and copyrights thereto. Irrespective of whether we have marked such documents as confidential, the customer may neither make these documents/data accessible to third parties nor use them outside the purpose agreed with us. This also applies if these documents are not subject to industrial property rights. Before passing on documents to third parties, the customer must obtain our written consent.
2. If we are entitled to subcontract orders or contracts of the customer in whole or in part to third parties, we may make the customer's related order documents available to our subcontractors or subcontractors.

**V. Offer and conclusion of contract**

1. Our offers are always subject to change and non-binding, unless we have expressly declared that they are binding in individual cases.
2. Our offers are subject to our correct and timely delivery by our suppliers of all raw materials and products required for the fulfilment of the contract. However, this shall only apply in the event that we are not responsible for the non-delivery, which can generally be assumed if we conclude a congruent hedging transaction with the supplier in an appropriate and timely manner.
3. The customer may accept our offers up to the expiry of a period of four weeks from receipt, unless we have specified a longer or shorter acceptance period. Until receipt of the customer's declaration of acceptance, we are entitled to revoke our offer.
4. The content of our order confirmation is decisive for the conclusion of the contract and the scope of services. If the customer has any objections to the content of the order confirmation, he must object without delay; otherwise the contract shall be concluded in accordance with the order confirmation and the offer notes.
5. In the event of immediate execution of the order, the goods invoice or the delivery note shall be deemed to be the order confirmation.
6. We only assume a guarantee for the quality of an item if this has been expressly promised in our order confirmation.
7. After conclusion of the contract, we reserve the right to make changes to the contractual products within the scope of ongoing technical product development as well as product improvements, provided that these are reasonable for the purchaser, correspond to the advancing state of technology as well as science and the intended purpose of use is not impaired as a result. This applies equally to minor, insignificant deviations in colour, shape, design, dimensions, weight or quantity as well as customary deviations which are unavoidable according to the state of the art. Notwithstanding this, changes in the technical design of the ordered goods are permissible insofar as this does not result in a significant change in function or the customer proves that the change is unreasonable for him.
8. The placing of an order by the customer, the conclusion, amendment or termination of a contract, as well as any ancillary agreements, must always be made in text or written form in order to be effective.

**VI. Prices and terms of payment**

1. The prices quoted by us are "ex works" plus the value added tax applicable on the day of delivery as well as customs, freight, packaging and insurance costs, unless otherwise agreed in writing.
2. Insofar as the ordered products are not to be delivered until at least three months after conclusion of the contract and cost increases occur between conclusion of the contract and delivery of the ordered products for which we are not responsible, in particular due to market price, material and raw material price changes which were unforeseeable at the time of conclusion of the contract and which lead to the fact that we can only procure the goods or raw materials for the fulfilment of the contract at worse financial conditions, we are entitled to increase the prices agreed with the customer accordingly within the framework of the changed circumstances and without charging an additional profit. This applies accordingly if, due to exchange rate fluctuations, we can only procure contractual products or preliminary products from our suppliers at worse financial conditions than was foreseeable at the time the contract was concluded with the customer. If the purchase price agreed with the customer increases by more than 12 % as a result, the customer is obliged to work towards a solution that takes into account the interests of both parties. This shall apply without prejudice to our statutory rights.
3. If it has been agreed that the goods must be expressly released for dispatch by the customer within a certain period of time after our notification of readiness for dispatch (call-off), we shall be entitled to invoice the goods from the time of readiness for dispatch. If the customer does not accept the purchased goods even within a grace period set for him (default of acceptance), we shall be entitled to a lump sum for storage costs from the expiry of the grace period. This amounts to 1% of the purchase price per week or part

thereof and is limited to a total of 5% of the purchase price. The customer as well as we are at liberty to prove that no, lower or higher storage costs were incurred in connection with the non-acceptance of goods. Other claims remain unaffected by this.

4. Payments are to be made exclusively to us. Representatives have no authority to collect payments. Payment shall only be deemed to have been made when we can freely dispose of the entire payment amount.
5. We are also entitled to demand reasonable payments on account without an express agreement to this effect.
6. We are entitled to execute or provide outstanding deliveries or services to the customer only against advance payment or the provision of security if, after the conclusion of the contract, we become aware of circumstances which are likely to significantly reduce the creditworthiness of the customer and which, under objective assessment, jeopardise the payment of outstanding claims against the customer arising from the respective contractual relationship. This shall apply accordingly if the customer refuses to pay outstanding claims against us without there being any undisputed or legally established objections against our claims.
7. Payment shall be made within 14 days after receipt of the invoice with a deduction of 2 cash discount or 30 days net. Payment arrears and bill of exchange payments within the current business relationship with the customer exclude a cash discount deduction. Discrepancies in the invoice must be reported in writing within 7 days of the invoice date, otherwise the invoice shall be deemed accepted.
8. We expressly reserve the right to accept bills of exchange or cheques. Bills of exchange and cheques shall only be accepted on account of payment; bank, discount and collection charges shall be borne by the customer.
9. § Section 366 (1) BGB is excluded in favour of the exclusive application of the provision of Section 366 (2) BGB.
10. The customer may only declare offsetting against our payment claim with undisputed or legally established counterclaims.
11. The customer is not permitted to assert a right of retention or the defence of non-performance of the contract with regard to his payment obligation, unless his rights derive from the same contractual relationship and we are responsible for a breach of duty pursuant to § 276 BGB.

## VII. Transfer of risk, shipment and insurance

1. Notwithstanding any deviating agreements that may have been made with the customer, the time of the transfer of risk shall be determined in accordance with the International Rules for the Interpretation of Trade Terms of the International Chamber of Commerce (currently INCOTERMS 2020) in the German language version applicable on the date of the conclusion of the contract. If the contract does not specify anything about the type of sale, the delivery item shall be deemed to be sold "ex works" (EXW). In the event of sale "ex works", we undertake to notify the customer in writing of the time at which the delivery is to be accepted. This notification must be made in good time to enable the customer to take the measures usually required.
2. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest when the goods are handed over to the customer, in the case of agreed dispatch already when the goods are handed over to the forwarding agent, carrier or other person designated to carry out the dispatch. This shall also apply if partial deliveries are made or if a shipment free of freight charges or costs for the customer has been agreed.
3. If we do not have at least textual customer specifications in this respect, we shall select the carrier and transport route according to our best judgement. If we select the shipping method, the shipping route and/or the shipping person, we shall only be liable in the event of an intentional or grossly negligent breach of duty in the selection by us.
4. Only at the customer's request, expressed at least in text, and at the customer's expense, will we insure the goods by taking out transport insurance in accordance with the customer's specifications against the risks designated by the customer, if possible.

## VIII. Acceptance, collection and call-off delay

1. In the event of default in acceptance, collection or call-off by the customer or delay in our deliveries or services for reasons for which the customer is responsible, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the point in time at which the customer is in default or at which the delivery or service could have been carried out in accordance with the contract if the customer had acted dutifully.
2. If the customer is in default with the acceptance at the place of performance, the collection or the call of the deliveries or services - also in the case of possible partial deliveries or partial services - or if our deliveries or services are delayed in any other way for reasons for which the customer is responsible, we are entitled, without prejudice to our statutory rights,
   1) demand immediate payment for the deliveries or services affected by the delay and furthermore store delivery items for the account and at the risk of the customer;
   2) to otherwise dispose of the delivery affected by the delay after expiry of a reasonable grace period set for the customer with reference to this legal consequence and to supply the customer within a reasonably extended period;
   3) withdraw from the contract and / or demand compensation for damages. In the latter case, we shall be entitled to 20% of the gross order amount as compensation without proof, unless it can be proven that only a lesser damage has been incurred. We reserve the right to claim higher damages actually incurred by us.

## 9. Force Majeure

Impediments to performance which are not attributable to the sphere of risk of a contracting party, in particular serious events such as force majeure, riots, armed conflicts or terrorist acts, official orders, plant closures due to a pandemic or industrial disputes which entail unforeseeable consequences for the performance of services, shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect, even if they should be in default. An automatic termination of the contract is not associated with this. Each contracting party is obliged to notify the other immediately of the (also probable) occurrence of such an impediment and to adjust the mutual obligations to the changed circumstances in good faith, in particular to extend delivery or performance deadlines by the period of the impediment plus a reasonable restart period, or to postpone delivery dates accordingly. Claims for damages are excluded in this case.

## 10. Retention of title

1. The delivered goods shall remain our property until full payment of all monetary claims to which we are entitled against the customer from the business relationship.
2. The customer is obliged to treat the goods delivered to him under retention of title with care and to maintain them for the duration of the retention of title; in particular, he is obliged to sufficiently insure the goods at his own expense at replacement value against property damage by fire, water and loss, against damage by natural forces and extended coverage damage.
3. In the event of damage to or loss of goods subject to retention of title, as well as his change of domicile, the customer must notify us immediately, at least in text form. The customer hereby assigns to us his claim for compensation from the insurance pursuant to X clause 2 as well as any existing claim for damages against third parties liable to pay compensation. We hereby accept the assignment. If an assignment should not be permissible, the customer shall irrevocably instruct his insurer or the third party liable to pay compensation to make any payments only to us. Upon our request, the customer shall provide us with evidence of the conclusion of the insurance policy. Insofar as we are entitled to further claims, these shall remain unaffected.
4. At the customer's request, we are obliged to release securities to which we are entitled to the extent that the realisable value of these securities, taking into account customary bank valuation discounts, exceeds our claims from the business relationship with the customer by more than 20% in total. The determination of the securities to be released is incumbent upon us. The valuation shall be based on the invoice value of the goods subject to retention of title and the nominal value in the case of receivables. If the goods subject to retention of title have been processed, transformed or combined by the customer, the cost price shall be decisive.
5. The customer is not entitled to pledge the goods subject to our retention of title, to assign them by way of security or to make any other dispositions that endanger our ownership. In the event of seizures or other interventions by third parties, the customer must notify us immediately, at least in writing, and provide us with all necessary information, as well as inform the third party of our ownership rights and cooperate in all measures initiated by us to

protect the goods subject to retention of title and our existing rights. The customer shall bear all costs for which he is responsible and which we have to incur in order to cancel the access and to recover the goods, insofar as they cannot be recovered from the third party.

6. The customer is only permitted to sell the goods subject to retention of title within the scope of his ordinary course of business. The use of the goods subject to retention of title for the fulfilment of contracts for work and services shall also be deemed to be a resale. In this case, the customer already now assigns to us his claims from the resale of the goods with all ancillary rights and value added tax. We hereby accept the assignment. If an assignment should not be permissible, the customer irrevocably instructs the third-party debtor to make any payments only to us. The customer is revocably authorised to collect claims assigned to us in trust for us. Collected amounts of money are to be paid to us immediately. We shall be entitled to revoke the customer's authorisation to collect as well as his authorisation to resell if the customer does not properly fulfil his payment obligations towards us, defaults in payment, stops his payments or if the opening of insolvency proceedings against the customer's assets or comparable proceedings, e.g. protective shield proceedings, self-administration pursuant to the German Insolvency Code or proceedings pursuant to StaRUG or according to corresponding foreign regulations, are applied for. The resale of the claim requires our prior consent. In the event of revocation of the authority to collect, we may demand that the customer discloses to us the assigned claims and the debtor, provides all information necessary for collection, hands over to us the relevant documents and notifies the debtor of the assignment. The customer's right to collect expires with the notification of the assignment to the third-party debtor.
7. Any processing or transformation of the reserved goods by the customer shall always be carried out on our behalf. If the goods subject to retention of title are further processed with other items not belonging to us, we shall acquire co-ownership of the new item created in this respect in the ratio of the final amount invoiced by us for the goods subject to retention of title, including VAT, to the final invoice amounts of the other processed items. In the event of resale of our reserved goods after processing or transformation, the customer assigns to us by way of security his claims for remuneration in the amount of the final invoice amount (including VAT) of our claims. If we have only acquired co-ownership due to the processing or transformation or the mixing or combination of the reserved goods with other items not belonging to us, the customer's remuneration claim shall only be assigned to us in advance in the ratio of the final amount invoiced by us for the reserved goods including VAT to the final invoice amounts of the other items not belonging to us.
8. If the goods subject to retention of title are inseparably mixed or combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the final amount incl. VAT charged by us for the goods subject to retention of title to the final invoice amounts of the other mixed or combined items. If the mixing or combining is done in such a way that the customer's item is to be regarded as the main item, the customer shall transfer co-ownership to us on a pro rata basis. The customer shall keep our sole ownership or co-ownership for us.
9. In the event of conduct by the customer in breach of the contract, in particular in the event of default in payment, we shall be entitled to revoke the authority granted to resell the goods and to take back the goods subject to retention of title, as well as to demand the assignment of the customer's claims for surrender against third parties; the customer shall be obliged to surrender the goods and shall grant us or a third party commissioned by us immediate access to the goods subject to our retention of title. The customer may not assert any right of retention against our claim for return. We may - subject to the observance of mandatory insolvency law provisions - make reasonable other use of goods subject to retention of title taken back by us after prior warning and after setting a deadline; the proceeds of the sale shall be set off against the customer's liabilities after deduction of reasonable costs of realisation.
10. If our goods subject to retention of title are brought into the area of application of foreign law according to which the retention of title or the assignment are not effective, the security corresponding to the retention of title and the assignment shall be deemed to be agreed in this area of application, or the customer shall provide equivalent security elsewhere at our request as a substitute. If the customer's cooperation is required for the creation of such rights, he shall be obliged, at our request, to make the declarations required for the creation and preservation of our rights within the scope of what is reasonable for him and to support us in obtaining them.

**11. Claims for defects, limitation of use and liability**

We shall only be liable for material defects within the meaning of § 434 BGB as follows:

1. The basis for our liability for defects is primarily the agreed quality of the goods. Any other description of our goods, public statements, recommendations and advertising do not constitute a contractual guarantee of quality. The information relevant to the content and scope of our obligation to perform shall only be the subject of a guarantee within the meaning of Section 443 of the German Civil Code (BGB) if we have given a guarantee promise which is also expressly designated as such. Insofar as our employees make verbal ancillary agreements or give assurances which go beyond the purchase contract, additional confirmation in text form shall always be required in order to be effective. Verbal declarations by persons authorised to represent us shall remain unaffected by the above provision.
2. Our goods are intended exclusively for the purpose expressly approved by us in the relevant product specification. This does not include the use in life-sustaining or supporting medical devices, in military systems, in nuclear facilities, in facilities in accordance with Annex 2 of the Environmental Liability Act as well as in facilities to which comparable foreign regulations apply and in aerospace technology, unless the use of the goods for such reserved purposes has been expressly released by us in individual cases, at least in text form. If the customer uses the goods for such non-approved purposes without our express approval, the customer alone shall bear the risk arising from such use. We shall not assume any liability for damage resulting from use for such purposes without our prior express release, unless such liability exists on the basis of mandatory, non-derogable statutory provisions. In this case, the customer is obliged to indemnify us against all claims of third parties, unless the underlying damage is not connected with the use of our goods not released by us.
3. No warranty is given for defects that are due to natural wear and tear as well as external influences that we could not foresee.
4. Warranty claims of any kind shall lapse if the customer uses the goods purchased from us in a way that
   1) repaired, altered, processed and/or modified without our consent.
   2) not handled, operated or used in accordance with the conditions of use and technical guidelines specified by us or there is any other improper handling, use or operation, and/or
   3) in the event of circumstances indicating the existence of the aforementioned causes, does not provide proof upon our request that the defects have not been caused either in whole or in part by the aforementioned effects or circumstances.
5. The customer must inspect the goods received from us for quantity and quality immediately after taking delivery. If the goods delivered by us are intended for installation in or assembly on other objects, the customer must check the properties of the goods that are decisive for the intended use after installation beforehand, insofar as such an inspection before installation or assembly is reasonable for him according to the type and condition of the goods.
6. The customer shall immediately notify us of any obvious defects at least in text form. If, as a result of the relevant circumstances, a (hidden) defect can only be detected later, the customer must notify us of this immediately after discovery, at least in text form. The customer shall describe the defects in detail in the notification. If the customer fails to notify us of the defect in good time, the goods shall be deemed to have been approved. The same applies to excess or insufficient deliveries as well as incorrect deliveries.
7. If the customer fails to properly inspect the goods and/or notify us of defects, our liability for the defect shall be excluded. If the customer therefore fails to notify us of the defect or does not do so in good time, or if the goods were not inspected by the customer prior to installation or assembly with regard to properties which could reasonably have been inspected prior to installation or assembly, and if defects or deviations ascertainable in this connection were therefore not notified or not notified in good time, the goods shall be deemed to have been approved. In this case, the customer shall not be entitled to any warranty rights against us with regard to the relevant defects. § Section 377 HGB remains unaffected.

8. If the customer has found defects in our goods or even only claims this, the customer is obliged to make the goods complained about available to us for inspection of the complaint and to grant us a reasonable period of time for the inspection. Until the inspection has been completed, the customer may not otherwise dispose of the goods complained of, in which case this shall constitute a waiver of subsequent performance.
9. If the goods delivered by us were defective at the time of the transfer of risk, we shall be entitled, at our own discretion and within a reasonable period of time, to remedy the defect or to deliver goods free of defects. We are also entitled to have repairs carried out by third parties. Replaced parts become our property. For replacement deliveries and repair work, the customer shall not be entitled to any further rights than for the original contractual products. This applies without prejudice to any justified claims for damages. Our right to refuse subsequent performance under the statutory conditions remains unaffected.
10. If the customer has installed the defective goods delivered by us in another item or attached them to another item in accordance with the intended and permitted purpose, he may only demand reimbursement of expenses from us in accordance with Section 439 (3) of the German Civil Code (BGB) for the removal of the defective goods and the subsequent installation or attachment of repaired or delivered defect-free goods ("removal and installation costs") to the following extent:
11. Within the meaning of Section 439 (3) of the German Civil Code (BGB), only such removal and installation costs are "necessary" which have arisen as a result of the re-installation or fitting of a product identical to the removed defective product and on the basis of standard market conditions and which have been proven at least in text form. The customer's right to advance payment for removal and installation costs is excluded. Subject to our consent, the customer is not permitted to unilaterally offset claims for reimbursement of expenses for removal and installation costs against our purchase price claims or other payment claims. Claims of the customer exceeding the necessary removal and installation costs, in particular costs for consequential damages due to defects such as lost profit including imputed profit surcharges, operating loss costs or additional costs for replacement procurements are not removal and installation costs and are therefore not compensable within the scope of subsequent performance pursuant to § 439 para. 3 BGB.
12. If the costs of subsequent performance, including the expenses claimed by the customer within the meaning of Section 439 (4) of the German Civil Code (BGB), are disproportionate, in particular in relation to the purchase price of the goods in a defect-free condition and taking into account the significance of the lack of conformity, we shall be entitled to refuse subsequent performance in this respect and the reimbursement of these expenses.
13. Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded to the extent that these expenses increase because the goods were subsequently transported to a place other than the customer's place of business or than was originally contractually agreed, unless the transport is in accordance with the intended use of the goods.
14. If the customer recognises or is grossly negligent in not recognising that there is no defect within the meaning of Section 434 of the German Civil Code (BGB) and the cause of the complaint lies within his own area of responsibility, we shall be entitled to claim the expenses incurred by us as a result of the unjustified complaint in the event of an unjustified complaint.
15. Claims for material defects shall become statute-barred 12 months after delivery. This period shall not apply if longer periods are prescribed by law pursuant to Section 438 (1) No. 2 (buildings and things used for a building), Section 438 (3) (fraudulent concealment), Section 445 b (1) (right of recourse) if the ultimate buyer is a consumer and Section 634a (1) No. 2 (defects of a building) of the German Civil Code (BGB).
16. Claims under a right of recourse pursuant to §§ 445 a, 478 of the German Civil Code (BGB) shall only exist if the customer's claim as seller was justified and only to the statutory extent, but not for goodwill measures of the customer not previously approved by us at least in text form. The observance of the recourse beneficiary's own obligations, in particular the observance of the obligations to give notice of defects, is a prerequisite for our obligation to satisfy recourse claims directed against us.
17. As a matter of principle, we do not issue a statement on a claim for defects asserted by the customer as an acknowledgement and do not thereby enter into negotiations on the claim or the circumstances giving rise to the claim.
18. The place of performance for subsequent performance and rectification is the registered office of our company.
19. We shall be liable for damages or reimbursement of futile expenses for material defects exclusively in accordance with the following regulation "Limitation of Liability".

**12. Limitation of liability**

1. If we are guilty of intent or gross negligence and the customer therefore makes a claim for damages against us, we shall be liable in accordance with the statutory provisions. This shall also apply in the event of intent or gross negligence on the part of our representatives or vicarious agents.
2. In the event of culpable breaches of material contractual obligations in accordance with the statutory provisions, we shall also be liable. Essential contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the customer may regularly rely. Insofar as we cannot be accused of intent or gross negligence, our liability for damages shall be limited to the foreseeable damage typically occurring in contracts of this type. This does not imply a change in the burden of proof to the detriment of the customer. Our liability for culpable injury to life, limb or health as well as under the Product Liability Act and under other non-derogable mandatory statutory liability standards shall remain unaffected by this.
3. Notwithstanding the above exclusions, in the event of our liability due to simple negligence, our liability to pay compensation for property damage and financial loss shall be limited to an amount of EUR 500,000.00.
4. The above exclusions and limitations of liability apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.
5. Any further claims for damages, irrespective of their legal basis, are excluded.
6. This shall also apply insofar as the customer demands reimbursement of futile expenses instead of a claim for damages in lieu of performance.
7. The statutory limitation provisions shall apply to liability for gross negligence and to claims for damages based on injury to life, limb or health.

**13. Withdrawal**

Except in the case of a defect and subject to special agreement, the customer shall only be entitled to withdraw from the contract due to a breach of duty by us if we are responsible for this breach of duty.
in accordance with clause 9.17.

**XIV. Tools, things provided**

1. Upon full payment of the tools / special equipment manufactured by us for the buyer, the buyer acquires ownership thereof, we are the third-party owner.
2. For products provided - such as raw material, blanks, etc. - the buyer shall bear the duty to inspect incoming goods. - the buyer shall bear the obligation to inspect incoming goods and, if necessary, to give notice of defects in accordance with. § 377 HGB (German Commercial Code) as well as with regard to quality and suitability (e.g. with regard to material, dimensional accuracy, etc.). We shall only carry out a simple incoming goods inspection with regard to quantity, identity and obvious transport damage; we are not obliged to carry out any further inspection.
3. We shall only be liable for claims of the buyer due to damage to or destruction of tools, special equipment belonging to the buyer as well as items provided to us or handed over to us for processing in the event of intent or gross negligence. Our liability for simple negligence as well as our general liability due to normal wear and tear is excluded.
4. For the duration that the tools, special equipment or provided items remain with us, the buyer is obliged to insure them appropriately, for example by means of external insurance.

5. If, in the absence of an individual call-off by the buyer, no product has been produced by means of the tool / special equipment for a period of one year, we shall be entitled to request the buyer to collect it. If the buyer does not comply with this request despite a reminder, we shall be entitled to dispose of or scrap the tool / special equipment at our discretion.

**XV. Data protection**

We store and process personal data (name, address, e-mail, telephone) of the customer and of natural persons acting on behalf of the customer, insofar as this is necessary for the processing of the contractual relationship. The data is stored for the duration of the business relationship and beyond that for as long as legal retention periods exist, legal claims from the contractual relationship exist or can be asserted, or other factual or legal reasons justify further storage. In connection with the data processing, the customer and the natural persons acting on his side shall be entitled to all legal remedies in accordance with the statutory provisions, in particular the right to information about the data concerning him, to rectification, deletion or restriction of processing or objection to processing, to data portability and to lodge a complaint with a supervisory authority.

Please refer to our privacy policy, which is available for viewing on our homepage.

**XVI. Place of performance, place of jurisdiction, applicable law**

1. The place of performance for deliveries and payments for both contracting parties is exclusively our registered office in D-75443 Ötisheim.
2. The place of jurisdiction for all obligations arising from the contractual relationship is the registered office of our company or, at our free choice, the registered office of the customer. The above agreement on the place of jurisdiction shall also apply to customers with their registered office abroad and to disputes in proceedings concerning documents, bills of exchange or cheques.
3. All rights and obligations arising from the contractual relationship between us and the customer shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG: United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980).
4. Customers from EC member states are obliged to compensate us for the damage we incur in the case of intra-Community acquisition
   1) due to tax offences committed by the client himself
   or
   2) due to incorrect or omitted information from the customer about his circumstances relevant for taxation.
5. The delivered goods are intended to remain in the country of delivery agreed with the customer. Goods subject to embargo regulations may not be exported from the country of delivery by the customer. The delivered goods are subject in particular to German, European and American export controls and embargo regulations. It is the customer's responsibility to inform himself about the relevant export and/or import regulations or restrictions and, if necessary, to obtain the relevant permits. The customer shall impose the above obligations on its own customers.
6. Should any provision of these GTC be or become invalid or unenforceable in whole or in part, or should there be any gaps therein, the validity of the remaining provisions shall not be affected thereby. In place of the invalid or unenforceable provision, the valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision shall apply. In the event of a loophole, that provision shall be deemed to be agreed which corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions if the contracting parties had considered the matter from the outset.