

General Terms and Conditions of Delivery and Payment

As at: April 2020

I. Scope

1. The following Terms and Conditions of Delivery and Payment (hereinafter referred to as "Conditions") only apply to companies within the meaning of Section 14 German Civil Code (BGB), legal persons under public law and special funds under public law (hereinafter referred to as "Purchasers").
2. Unless otherwise agreed, these Conditions shall apply exclusively to all - current and future - deliveries by E. WEHRLE GMBH (hereinafter referred to as "WEHRLE"). Contrary terms and conditions of the Purchaser shall not be binding upon WEHRLE even if WEHRLE does not expressly exclude them.

II. Conclusion and Content of the Contract

1. Unless otherwise stipulated in the order, the Purchaser is bound by its order for a period of 30 days as from the date of receipt by WEHRLE. The contract comes into effect when WEHRLE confirms the order in writing within this time limit or delivers the goods.
2. Oral ancillary agreements by WEHRLE employees only become legally effective by way of written confirmation by WEHRLE.
3. For the purposes of execution, WEHRLE's illustrations, drawings, colour specifications, weight specifications and dimensions are only approximate indications unless they are material or expressly identified as binding.
4. WEHRLE reserves all rights of ownership and copyright over cost estimates, models, samples, plans, illustrations, drawings and other documentation. They must not be duplicated without the written consent of WEHRLE and must not be made available to third parties, particularly companies that are in direct competition with WEHRLE. If no delivery contract is concluded, the Purchaser shall return the documents upon request by WEHRLE.
5. Where, following conclusion of the contract, changes are made to WEHRLE's products in the course of the ongoing development process, WEHRLE may deliver the changed version insofar as the changes are minor and reasonable for the Purchaser.

III. Price and Payment

1. Prices are EXW WEHRLE's warehouse, Furtwangen Incoterms® 2020 exclusive of the applicable value added tax and cost of packaging.
2. In the case of delivery periods that are longer than two months, WEHRLE is entitled to increase the agreed prices accordingly where, following conclusion of the contract, there are major changes in the cost of wages, salaries, materials or raw materials and WEHRLE is not responsible for these increases. Where the price increase exceeds 5%, the Purchaser is entitled to rescind the contract in writing within two weeks of notification of the price increase.
3. Tooling costs are payable immediately following delivery of the first-off-tool parts and receipt of the invoice, net without deduction of any discount, by way of a free of charge bank transfer, to WEHRLE's bank account.
4. All other payments shall be transferred, free of charge, to WEHRLE's bank account, following receipt of the invoice, with a 2% discount if within 14 days or without any deductions if within 30 days. Any discount relates only to the delivery price and not to ancillary costs such as e.g. packaging. Deduction of a discount is not permitted where, at the time of payment, there is an outstanding balance in favour of WEHRLE. Payments are only deemed to have been made to the extent that WEHRLE has free disposal over them at its bank.
5. In the event of a failure to comply with payment deadlines, WEHRLE will charge default interest amounting to 9 percentage points above the base rate, but in any case no less than 10 % per year.
6. The retention of payments or a set-off against counter claims is only permitted where the counter claims are undisputed, pending judgement or upheld by a final court judgement. The right of retention is also limited to claims arising from the same contractual relationship.

IV. Delivery, Transfer of Risk, Delivery by Own Suppliers, Partial Delivery

1. Delivery shall be EXW WEHRLE's warehouse, Furtwangen Incoterms® 2020
2. Where dispatch is delayed through no fault on WEHRLE's part, the risk shall pass as soon as WEHRLE has notified the Purchaser of its readiness for dispatch and this shall be so even in the exceptional case where WEHRLE has assumed other responsibilities, e.g. shipping costs or delivery, including that performed by WEHRLE's own transport personnel.
3. The delivery obligation is subject to correct and timely delivery by WEHRLE's own suppliers, without which WEHRLE cannot be held in default. In the case of a delay which is not merely temporary, WEHRLE can also rescind the contract. These rights exist only insofar as the incorrect or late delivery is not due to the fault of WEHRLE.
4. Partial deliveries are permitted within reasonable limits.

V. Lead Time

1. Lead times and delivery dates are approximate. Lead times commence when the order confirmation is sent but not before receipt of all documentation necessary for execution of the order as well as any agreed advance payment or payment security. Where the Purchaser needs to supply reinforcement parts or other free issue materials, the lead time shall not commence until they have been received by WEHRLE. Delivery dates will be postponed accordingly in case of late arrival.
2. In case of a delay in delivery, WEHRLE's liability for simple negligence shall be limited to 0.5% per full week of the delay, but not exceeding a total of 5%, of the net invoice amount for the part of the delivery affected by the delay. This shall be without prejudice to the right to damages in

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lieu of performance pursuant to Clause IX. The Purchaser shall notify WEHRLE, by no later than conclusion of the contract, of any contractual penalties agreed with its customers.

3. Unforeseen, unavoidable events, for which WEHRLE cannot be held responsible (e.g. force majeure, strikes and lockouts, operational breakdown, problems in the procurement of materials and energy, transport delays, staff shortages, shortages in energy and raw materials, official measures as well as difficulties in obtaining authorisations esp. import and export licences), shall extend the delivery time by the duration of the period of disruption and its effects. This is also the case where obstructions affect WEHRLE's suppliers or arise during a pre-existing delay.
4. Where the effects of force majeure are not merely temporary, both contracting parties may rescind the contract, in whole or in part. Claims for damages as a result of such rescission are excluded.
5. Where dispatch is delayed as a result of circumstances for which WEHRLE is not responsible, WEHRLE will charge a monthly rent of at least 0.5% of the net invoice amount for the stored delivery.

VI. Packaging

1. WEHRLE's transport packaging and its sales and outer packaging for which there is no system participation obligation pursuant to Section 7 German Packaging Act [VerpackG] can be returned exclusively to WEHRLE's registered office and only during normal business hours. The Purchaser shall bear the cost of return. Euro-pallets can also be returned in the course of subsequent deliveries and also in exchange for other pallets of equal value.
2. Packaging must be emptied of any residue, free from contaminants which were not caused by the packaged product and which not insubstantially hinder recycling, and separated according to type; otherwise WEHRLE shall be entitled to demand payment from the Purchaser of the additional costs resulting from the recycling or disposal.

VII. Reservation of Title

1. WEHRLE reserves title to the delivered goods until receipt of full payment of the purchase price.
2. Any treatment or processing of the reserved goods by the Purchaser is always undertaken on WEHRLE's behalf without giving rise to any obligations on WEHRLE's part. Where the reserved goods are mixed or combined with other goods, WEHRLE shall acquire co-ownership of the new product in accordance with the ratio of the invoice value of the reserved goods to the other materials.
3. The Purchaser is entitled to resell the reserved goods in the ordinary course of business. The Purchaser hereby assigns to WEHRLE all claims corresponding to the ratio of the value of the reserved goods to the invoice value of the processing and other materials, together with all ancillary rights which accrue to the Purchaser from resale irrespective of whether the reserved goods are sold with or without processing, treatment, combination or mixing. As long as the Purchaser complies with its payment obligation, it is authorised to recover claims. WEHRLE accepts the assignment.
4. The Purchaser is obliged to handle the reserved goods with care and keep them in good condition; in particular it is obliged to insure them sufficiently against loss or damage, at its own expense, for the replacement value. The insurance certificate and evidence of payment of the premiums must be submitted to WEHRLE on request. The Purchaser hereby assigns to WEHRLE any claims arising under the insurance contract subject to the resolute condition that title passes. WEHRLE accepts the assignment.
5. Where the Purchaser ceases to meet its payment obligations, WEHRLE can revoke the authorisation for the subsequent sale and use of the reserved goods and require the Purchaser to disclose to it the assigned receivables and the respective debtors, provide it with all the information necessary to effect recovery, hand over to it the accompanying documentation and notify the debtors of the assignment. Taking back the reserved goods does not constitute rescission of the contract. If WEHRLE declares rescission of the contract WEHRLE shall be entitled to sell the reserved goods in the open market.
6. Any attachment of the reserved goods by third parties must be reported to WEHRLE without delay. Costs arising as a result of defending an attachment shall be borne by the Purchaser insofar as they cannot be recovered from the third party.

VIII. Liability for Defects

1. The quality and workmanship of standard parts is determined according to the product data sheets and drawings which were available to the Purchaser on issue of the purchase order. For custom-made products, the reference sample and accompanying initial sample test report, submitted to the Purchaser by WEHRLE for inspection and approval, are authoritative. If the product is manufactured according to the Purchaser's specifications, the latter shall bear responsibility for the correctly engineered design of parts and for their practical suitability.
2. Unless otherwise agreed, customary or minor, technically unavoidable deviations in quality, colour, size or weight do not constitute defects.
3. The infringement of third-party rights only represents a defect where these rights exist in the Federal Republic of Germany.
4. In the case of a justified notification of defects, WEHRLE may opt either to remedy the defect or effect replacement delivery. Where replacement delivery is also defective or subsequent repair fails or is refused or delayed without justification, the Purchaser may, following expiry of a reasonable extension of time, require a reduction in the price or - where the defects are not merely insignificant - rescind the contract and claim damages in lieu of performance in accordance with Clause IX.
5. WEHRLE will not assume the cost of supplementary performance which arises due to the fact that, following delivery, the purchased product is transported to a location other than the Purchaser's place of business.
6. The cost of removing the defective item and of installing or mounting the repaired or defect-free item shall not be borne by WEHRLE if the defect was not the fault of WEHRLE.

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7. Insofar as WEHRLE is the supplier of individual parts or components, the Purchaser's right to recourse under Section 445a German Civil Code (BGB) is excluded.
8. Insofar as the defect arises from an essential third-party product, WEHRLE is initially entitled to restrict its liability to the assignment of claims under warranty to which it is entitled as against the supplier of the third-party product, unless satisfaction by way of the assigned claims fails or cannot be obtained for some other reason. In this case, the Purchaser is entitled to the rights under Clause VIII. 4.
9. Claims under warranty lapse pursuant to Clause IX.2.
10. In the case of an unjustified notification of defects, WEHRLE is entitled to invoice the Purchaser for the costs incurred.

IX. General Liability

1. WEHRLE shall be liable for intent or gross negligence, fraudulent concealment of defects, death, bodily injury or damage to health or under the Product Liability Act, in accordance with the law. If WEHRLE provides a guarantee, it shall be liable to the extent of the commitments under the guarantee.
2. Otherwise, WEHRLE is only liable, in the case of simple negligence, for the breach of a material contractual obligation, which is one which must be fulfilled in order for the contract to be properly implemented and compliance with which the customer generally expects and is entitled to expect; this liability is limited - unless otherwise specified under Clause V.2 - to compensation for foreseeable and customary loss. In all other cases, liability on the part of WEHRLE is excluded.
3. Claims by the Purchaser under warranty shall lapse 12 months after the passing of risk, other claims 12 months after the start of the statutory period of limitation. In derogation from sentence 1, in the event that WEHRLE is liable under guarantee, the guarantee provisions shall apply and, in the case of the fraudulent concealment of a defect and claims for damages under the Product Liability Act, death, physical injury or damage to health and the intentional or grossly negligent breach of obligations, the statutory limitation provisions shall apply.

X. Applicable Law, Place of Performance, Jurisdiction

1. German law applies with the exclusion of the UN Convention on the International Sale of Goods (CISG) of 11 April 1980.
2. The place of performance for all obligations arising under this contract shall be WEHRLE's registered office.
3. The place of jurisdiction for all disputes arising out of and in connection with the delivery contract shall be the location of WEHRLE's registered office. WEHRLE is also entitled to bring proceedings in the courts in the location of the Purchaser's registered office.