

General Terms and Conditions of Sale (GTCS) of "Bilstein & Siekermann GmbH + Co. KG" (hereinafter referred to as "BSH")

1. General - Scope of application:

1.1 The following terms and conditions of sale apply exclusively to all our current and future offers, deliveries, services and all contracts. Conflicting or deviating terms and conditions of the customer shall be excluded without exception and shall not apply unless we have stipulated conflicting or deviating terms and conditions in detail in writing or expressly confirmed them in writing. This shall also apply if we do not object to conflicting or deviating terms and conditions of the customer in the course of business transactions or if we perform deliveries or services of any kind without reservation.

1.2 All offers are subject to change and non-binding. They shall become binding within the period specified by us with the content of our written confirmation. Declarations made by our representatives shall only become valid upon our written confirmation. Errors or calculation errors that are obvious and recognisable to a competent customer shall not justify any claims on the part of the customer.

1.3 All agreements made between BSH and the customer are set out in these terms and conditions and in the documents referred to in writing (specifications, drawings, calculations, etc.). Any verbal agreements made shall require written confirmation by BSH and the customer. If deliveries are agreed with the customer following call-offs by the customer, each call-off must be confirmed in writing by BSH and constitutes an independent supply contract.

1.4 In the cross-border business relationship, these GTCS shall be submitted to the supplier as a separate document in accordance with Article 23 Brussels I Regulation; Article 8 CISG (UN Sales Convention) with validity for the entire business relationship. In the cross-border business relationship Section 21 applies.

1.5 We reserve the right to amend the GTC. Amended GCI shall take effect upon notification of the amendments.

1.6 **These GTCS are available for download at www.bsh-vs.com in the currently valid version. They can be requested at any time. (In the event of ambiguities or contradictions, the German-language version shall prevail.)**

2. Contractual product, quality:

2.1 Unless otherwise agreed in writing, the quality and intended use of the products developed, manufactured and delivered by BSH are based on specifications (subjective product requirements) finally agreed and documented with the buyer, in particular on the basis of legally regulated provisions of EU conformity assessment and product safety law with the buyer's co-operation. These specifications determine the contractual product conformity for the freedom from material defects of the products. Other requirements for the freedom of the products from material defects are excluded.

The quality of the goods to be supplied by BSH shall be conclusively determined by the specifications agreed in writing and the drawings and named documents expressly referred to. If product release procedures such as VDA 2 or PPAP are applied to the goods, the agreed quality is conclusively determined by the product released for production by the customer. Characteristics of quality that are not expressly named, such as those relating to expectations not expressly described, to customary use or to suitability for use not expressly agreed, are excluded without exception.

2.2 Information in catalogues, brochures, offer documents and other printed matter as well as general advertising statements or information on the Internet or other media are never general descriptions of characteristics. Under no circumstances shall they become part of the contract without express written agreement.

2.3 Guarantees are only agreed if they are expressly designated as such in writing.

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3. **Prizes:**

3.1 Prices are quoted in euros and apply "ex works", excluding packaging and transport costs; these will be invoiced separately.

3.2 If prices have been agreed for a certain period of time, BSH's delivery obligations at these prices shall only exist for this period of time, even from call-offs by the customer. A continuing obligation is not agreed for this period. The delivery obligation for the period after expiry of the fixed price period shall only exist if new prices have been agreed for the subsequent period. If the customer demands continued delivery without a new price agreement, BSH shall be entitled to demand securities for changed prices at BSH's discretion until a new price agreement has been reached.

3.3 Section 3.2 also applies accordingly if the period is determined by a product-specific series. If the previously determined duration of a series changes, for example by changing the part number for an otherwise identical product or by using it as an identical part or carry-over part, the prices for the changed duration must be adjusted.

3.4 If prices have been agreed on a time-related, volume-dependent basis, BSH shall be entitled to a right of adjustment in the event of a volume reduction of more than 10% of the initial basis. The right of adjustment shall also exist retrospectively if a certain volume was not achieved in the previous period, unless the customer makes up for the reduced purchase in the following period in a binding manner.

3.5 Unless otherwise agreed, prices are always subject to adjustment to raw material prices in accordance with market volatilities at the relevant raw material trading centres such as LME etc.

4. **Delay**

4.1 If BSH is responsible for non-compliance with an agreed delivery deadline, the customer may claim compensation for delay for each full week of delay of a maximum of 0.5 % of the respective delivery value, provided that he has suffered proven damage. In any case, claims for compensation by the customer exceeding 5 per cent of the delivery value affected by the delay are excluded in all cases of delayed delivery that are not based on intent or gross negligence. Damage caused by delay on the part of the customer shall be offset against other claims for compensation of any kind arising from the same supply contract. Liability for delay for loss of profit and business interruption damages as well as consequential damages of third parties are excluded under the same conditions.

4.2 The right of the customer to withdraw from the contract after the fruitless expiry of a reasonable grace period of at least four weeks set by BSH remains unaffected.

4.3 Short deliveries of up to 5 % of the binding scope of delivery shall not constitute a delay.

4.4 We are entitled to make partial deliveries after reasonable advance notice, unless the partial delivery would be unreasonable or of no interest to the customer.

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5. **Transfer of risk**

5.1 Unless otherwise stated in these terms and conditions or the order confirmation, delivery "ex works" (EXW according to INCOTERMS 2020) is agreed. The risk shall pass to the customer when the goods are made available by BSH at the agreed place of delivery, even if carriage paid delivery has been agreed. Transport insurance shall only be taken out at the instruction and expense of the customer.

5.2 If dispatch is delayed through the fault of the customer, the risk shall pass to the customer on the day BSH declares that the goods are ready for dispatch. During the delay in acceptance, BSH shall be entitled to insure the goods against all possible risks at the customer's expense. Any costs incurred as a result of the delay shall be borne by the customer.

6. **Incoming goods inspection**

6.1 The obligations of the customer according to § 377 HGB remain unaffected. An extension of the period for inspecting the goods delivered by BSH requires a written agreement. If the extension of complaint periods is agreed, claims against BSH arising from the added value caused by the extension or the resulting expenses incurred by the customer are excluded. If defects are detected, the customer shall only have claims to the extent that they would have arisen if the goods had been inspected immediately upon receipt. The burden of proof shall be borne by the customer.

6.2 BSH accepts no liability for any waiver or restriction of the customer's obligations or duties to inspect the delivered goods arising from other provisions, in particular product safety law or regulations.

7. **Liability for defects:**

7.1 BSH shall only be liable for material defects in the event of deviations from the agreed quality and intended use of the products for which BSH is responsible (Section 2.1). Any liability shall be limited to the extent provided for by law, unless otherwise stipulated in these GTCS. The prerequisite for claims for material defects by the customer is always that the customer hands over the rejected goods to BSH for inspection of the alleged defect and immediately provides all information and documents deemed necessary by BSH for determining the cause of the defect, in particular regarding the application and operating conditions under which the defect was determined or is alleged to have occurred. If the customer does not fulfil this obligation to provide information and cooperation within the period set by BSH, he must reimburse BSH for the proven expenses incurred as a result of his notification of defects. The obligation to provide compensation shall also apply if the defect does not exist or if BSH is not responsible for it.

7.2 An 8D report requested by the customer and prepared by BSH is only a preliminary, exclusively technical statement based on the current state of information and knowledge of BSH, subject to further review and complete information by the customer on causes and corrective measures. Notwithstanding the use of standardised terms, it does not contain any statements on contractual or statutory liability or compensation claims. It neither directly nor indirectly contains or establishes an acknowledgement for any fault, obligations, liability or for any other claims against BSH. This applies accordingly to all statements made by BSH in the course of processing a complaint.

7.3 If the delivered goods have a defect which deviates from the agreed quality and which already existed at the time of the transfer of risk, BSH shall be entitled, at its own discretion, to subsequent fulfilment in the form of rectification

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of the defect or delivery of a new defect-free item. BSH shall bear the necessary expenses incurred by the customer for the purpose of supplementary performance, excluding installation and removal costs that are not directly based on the customer's obligation to provide supplementary performance to its customers, in particular transport, travel, labour and material costs, provided that the customer has previously given BSH the opportunity to assume or reduce such expenses and provides evidence of a proper incoming goods inspection during which the defects could not have been detected. The customer's claims for compensation shall be limited to the reduced value of the delivered goods due to defects if BSH does not deliver new goods. Expenses incurred by the customer as a result of transporting the goods to a location other than the place of fulfilment are excluded.

7.4 If the subsequent fulfilment fails twice, the customer shall be entitled, at his discretion, to demand withdrawal from the contract or a reduction in the purchase price. Further claims by the , including those arising from other breaches of duty by BSH, are excluded. The exclusion shall not apply if the customer proves BSH's intent or gross negligence.

7.5 In the case of production according to the customer's instructions ("build-to-print"), BSH shall only be liable for the execution in accordance with the instructions, unless further obligations have been agreed in writing. If BSH is held liable by third parties, irrespective of the legal grounds and legal system, the customer shall indemnify BSH against all such claims, unless BSH has acted wilfully or with gross negligence. The defence of contributory negligence on the part of the customer shall remain unaffected.

7.6 If defects in the goods are based on the quality of the raw material used by BSH or specified by the customer, BSH's liability for material defects shall be excluded, with the exception of BSH's right to make a new delivery, if the raw material and its processing comply with the standards referred to in the agreement and no further tests have been agreed. If it turns out after delivery that a material used is not suitable for the use or an assumed service life expectation, BSH's liability for material defects and any other liability shall be excluded in any case if the customer has not or not sufficiently tested the suitability under actual operating conditions, in particular under the requirements of statutory type approval regulations.

7.7 Claims for material defects against BSH are also excluded if BSH, on the instructions of the customer, has the goods processed by a third party in accordance with the customer's specifications prior to the final processing of the goods by BSH and is therefore not responsible for a defect discovered thereafter, unless the customer proves that the defect was caused by BSH intentionally or through gross negligence. BSH shall not be liable if the third party was prescribed or recommended to BSH by the customer (setpoint supplier).

7.8 Claims for defects shall not arise in the event of only insignificant deviations from the agreed quality, in the event of only insignificant impairment of usability, in the event of natural wear and tear and in the event of damage arising after the transfer of risk, in particular as a result of improper handling, modification or repair work by the customer or due to violation of the customer's operating, maintenance and installation instructions by the customer.

7.9 The limitation period for claims for defects is one year, calculated from the transfer of risk. The above provision shall not apply if longer periods are prescribed by law. Periods during which the customer does not fulfil its information and cooperation obligations shall not be taken into account in the event of suspension of the limitation periods for other reasons.

8. **Liability:**

8.1 If the customer asserts claims for damages or reimbursement of expenses under general liability law based on intent or gross negligence, including intent or gross negligence on the part of BSH's employees, workers, staff,

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representatives or other vicarious agents, BSH shall be liable in accordance with the statutory provisions. Any other liability shall be limited to the foreseeable, typically occurring damage. This also applies to the breach of essential contractual obligations.

8.2 A limitation of liability or an exclusion of liability shall not apply if the liability is based on injury to life, limb or health or if BSH has assumed a guarantee for the quality of the delivered goods. In the event of mandatory strict liability, the statutory provisions shall apply.

8.3 BSH's liability for damages shall be excluded accordingly if the customer has effectively limited his liability towards his customer. The customer shall endeavour to agree limitations of liability in favour of BSH to the extent permitted by law.

8.4 Unless otherwise stipulated above, liability is excluded. In particular, BSH shall not be liable for damage that has not occurred to the delivered goods, for loss of profit, business interruption or other financial losses of the customer or third parties and not for consequential damage of any kind whatsoever

8.5 If the use of the delivered goods by the customer leads to the infringement of industrial property rights or copyrights of third parties and if BSH is responsible for the infringement, BSH shall be obliged to provide the customer with the possibility or the right to continue using the goods. If this is not possible under economically reasonable conditions, both the customer and BSH shall be entitled to withdraw from the contract. If the infringement of industrial property rights is caused by the customer, in particular by his instructions and specifications, BSH shall not be liable. The customer shall indemnify BSH from all claims of authorised rights holders.

9. Retention of title:

9.1 Ownership of the delivered goods shall remain reserved until all claims against the customer, including future claims, have been paid in full. Ownership shall also extend to the new products resulting from the processing of BSH's goods.

9.2 If BSH's goods are processed, combined or mixed with items that do not belong to BSH, BSH shall acquire co-ownership of the new items in proportion to the invoice value of the delivered goods. The customer shall demand these for BSH. Goods in the sole or co-ownership of BSH are hereinafter referred to as reserved goods.

9.3 The customer hereby assigns to BSH all claims arising from the sale of the goods subject to retention of title from current and future deliveries of goods by BSH, even if remuneration for labour services is included, together with all ancillary rights to secure BSH's claims. BSH accepts the assignment. In the event of the sale of goods in which BSH has co-ownership, the assignment shall be limited to the share of the claim that corresponds to BSH's co-ownership share. If goods subject to retention of title are sold together with other items at a total price, the assignment shall be limited to the invoice value of BSH's goods.

9.4 If the value of the securities existing for BSH exceeds the claims to be secured by more than 20%, BSH shall release securities to this extent at the request of the customer or arrange for their release.

9.5 As long as the customer fulfils his obligations to BSH properly, in particular on time, he is entitled to dispose of the reserved goods in the ordinary course of business and to collect the claims assigned to BSH himself. Assignments and extraordinary disposals, such as pledges and transfers by way of security, are not permitted. The customer must inform BSH immediately of any access by third parties to goods subject to retention of title and the claims on the part of BSH.

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9.6 In the event of a breach of duty by the customer, in particular in the event of default in payment, BSH shall be entitled to demand the return of the reserved goods and/or to withdraw from the contract, even without setting a deadline. The customer is obliged to surrender the goods. The demand for the return of the reserved goods does not constitute a declaration of cancellation on the part of BSH, unless this is expressly declared.

10. Data protection, IT security, confidentiality:

10.1 The storage with automatic data processing of personal data of the customer is carried out in accordance with the provisions of the Federal Data Protection Act and the EU GDPR.

10.2 In the case of electronic information exchange, regardless of the technology and technical means used (IT systems), BSH and the customer are responsible for the security of their respective IT systems. They shall inform each other immediately of any security-relevant disruption and any unauthorised external attack. The affected contractual partner shall take all measures to rectify such faults, ward off attacks and prevent recurrences. The implementation of the measures and their effectiveness must be demonstrated to the other contracting party upon request. If these measures appear insufficient to the other contracting party, it shall be entitled to discontinue the electronic exchange of information at its own discretion.

10.3 The parties undertake to treat all non-public commercial and technical details that become known to them through the business relationship as business secrets. They shall treat the business secrets of the other contracting party with at least the same care as their own and in accordance with the statutory standards of data protection. The business secrets provided to the other contractual partner may only and exclusively be used and utilised by the other contractual partner for the purpose of fulfilling the contract. This restriction shall also apply to companies affiliated with the other contracting party, unless they separately assume the confidentiality obligations to the same extent and in writing.

10.4 Illustrations, drawings, calculations and other offer documents remain the property of BSH; they may only be made accessible to third parties with the written consent of BSH.

11. Place of fulfilment, place of jurisdiction; applicable law, miscellaneous:

11.1 The place of fulfilment for delivery and payment is the registered office of BSH.

11.2 The place of jurisdiction for all disputes arising from this contract is the registered office of BSH, provided the customer is a merchant. However, BSH shall also be entitled to sue the customer at the court of his place of residence. If claims are asserted against BSH and/or the customer by third parties under a foreign legal system, BSH and the customer shall be authorised to take all measures in accordance with the foreign legal system. This shall also apply if a legal dispute between BSH and the customer must be conducted in accordance with mandatory law under a foreign legal system at a foreign place of jurisdiction.

11.3 The contractual relationship between BSH and the customer shall be governed exclusively by the law of the Federal Republic of Germany.

11.4 The contractual language is German. If another language is used by mutual agreement in cross-border business transactions, the English version of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be binding.

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11.5 Should one or more provisions of these Terms and Conditions of Sale be invalid, the validity of the remaining provisions and of the contract as a whole shall remain unaffected. In place of the invalid provision, BSH and the customer shall agree on a provision that comes closest to the invalid provision in legal and economic terms.

11.6 Amendments, supplements, cancellation and termination of an agreement must be made in writing and signed by authorised representatives of BSH and the customer.

11.7 It is agreed that each agreement concluded with the inclusion of these GTC is negotiated and concluded individually.