

General Terms and Conditions

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I. General Provisions

1. Scope, inclusion and form

All current and future contracts and orders are placed and accepted exclusively on the basis of the following General Terms and Conditions. By providing or accepting the contractual service, the contractual partner confirms that it has taken note of our general terms and conditions and agrees to their validity. The inclusion of general terms and conditions of the contractual partner is expressly rejected. Even if we refer to a letter which contains or refers to the terms and conditions of the contractual partner or a third party, this does not constitute an agreement to the validity of those terms and conditions. These General Terms and Conditions of Business and the respective orders and purchase orders fully and conclusively regulate the legal relationship existing between us and the contractual partner. There are no ancillary agreements. Amendments and supplements to the contract concluded between us and the contractual partner require our written confirmation in order to be effective.

2. Assignment, set-off and rights of retention

Notwithstanding the provisions of section 354a of the German Commercial Code (HGB), claims arising from the contract concluded may not be assigned to third parties or handed over to third parties for collection without our express written consent. The contracting party may only set off claims which are undisputed or have been established as final and absolute by a court of law. A contractual partner may only assert a right of retention if the claim on the basis of which the right of retention is asserted originates from the same contractual relationship.

3. Data protection and confidentiality

We shall store and process the data required for the performance of the contractual relationship exclusively in compliance with the statutory provisions. The contractual partner expressly agrees to this. The contractual partner undertakes to treat all information and processes which are not in the public domain and of which he becomes aware during the execution of the order as confidential without restriction and not to make them accessible to third parties. The contracting party shall be liable for all damages incurred by us as a result of a breach of this obligation.

4. Copyrights

We reserve the ownership or copyright of all offers and cost estimates submitted by us as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the contractual partner. The contractual partner may

not make these items accessible as such to third parties, disclose them, use them himself or through third parties or reproduce them without our express consent. At our request, he must return these items to us in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. This does not apply to the storage of electronically provided data for the purpose of normal data backup. In the case of custom-made articles, we assume that the property rights of third parties are not infringed. We are not obliged to check these. The customer shall be liable for any recourse claims.

II. Special Terms and Conditions of Sale

5. Conclusion of contract and delivery

Our offers are subject to confirmation. A delivery or other contract is only concluded when we have confirmed the customer order or other order in writing or have delivered the goods. Information on the object of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as our representations of the same (e.g. drawings and illustrations) are only approximately authoritative, unless usability for the contractually intended purpose requires exact conformity. They are not guaranteed quality features, but descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements as well as the replacement of components with equivalent parts are permissible insofar as they do not impair the usability for the contractually intended purpose.

Delivery shall be ex works. At the request and expense of the contractual partner, the delivery shall be dispatched to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

Delivery and performance periods (deadlines) shall commence on the date of our order confirmation, but not before all technical and commercial details have been clearly clarified. In the case of deadlines and delivery dates which are not expressly designated as "fixed" in the order confirmation, the contractual partner may set us a reasonable period of grace for delivery / performance in writing or by e-mail after the deadline has been exceeded. We may only be in default upon expiry of this grace period.

If the delivery of a number of items is agreed, this shall be deemed to be an agreement on a quantity. This allows all quantities that exceed or fall short of the stated value by 20%.

We are entitled to make partial deliveries, provided that these are reasonable for the buyer.

As a matter of principle, only shares of tool costs shall be invoiced, separately from the value of the goods.

The purchaser does not acquire any claim to the tools by payment of cost shares for tools: rather, they remain our property and possession. We undertake to keep the tools for the customer for 1 year after the last delivery. If the customer informs us before the expiry of this period that orders will be placed within a further year, the storage period shall be extended by a further year. After this period and in the absence of follow-up orders, the manufacturer may

freely dispose of the tools. State of the art for achievable ppm numbers with regard to a single characteristic for unsorted goods: 200 ppm, 500 ppm (with regard to foreign parts), manually sorted: 100 ppm; automatically sorted: 10 ppm.

6. Prices and terms of payment

Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, ex works, plus statutory value added tax. If more than four months elapse between the conclusion of the contract and the delivery of the goods or provision of the services, our current prices at the time of delivery or provision of the services shall apply, plus statutory value-added tax.

In the case of sale by delivery to a place other than the place of performance, the contractual partner shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the contractual partner. Any customs duties, fees, taxes and other public charges shall be borne by the contractual partner.

Invoice amounts are to be paid within thirty days without any deduction, unless otherwise agreed in writing. The date of receipt by us shall be decisive for the date of payment. However, we are entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation. Payment by cheque is excluded unless it is agreed separately in individual cases.

If the contractual partner fails to make payment when due, the outstanding amounts shall be subject to interest at the statutory rate from the due date; the right to claim higher interest and further damages in the event of default shall remain unaffected.

7. Warranty, obligation to give notice of defects and default in performance

We do not assume any guarantee or procurement risk unless we have expressly assumed a guarantee and/or procurement risk designated as such in writing in an individual case.

The warranty period for our deliveries and services is 12 months from the transfer of risk. This period shall not apply to claims for damages of the contractual partner arising from injury to life, body or health or from intentional or grossly negligent breaches of duty, which shall in each case become statute-barred in accordance with the statutory provisions.

The contractual partner shall be obliged to carefully inspect the goods delivered or services rendered for completeness and correctness immediately upon arrival at the contractual partner's premises. The delivery or service shall be deemed to have been approved if a notice of defect has not been given in writing within seven working days after receipt of the goods at the place of destination or acceptance of the service, or if the defect was not recognisable during a proper inspection, within seven working days after its discovery.

In the event of an intended installation or attachment of the object of sale, the customer shall already be obliged upon receipt of the goods to check the properties of the object of sale that are decisive for the installation or attachment and the subsequent intended use and to notify us of defects in text form without delay, insofar as an inspection of these properties is reasonable at this point in time according to the type and condition of the object of sale. If the

customer fails to notify us of defects with regard to properties in due time, although an inspection would have been reasonable, the object of sale shall be deemed to have been approved. In this case, the customer shall not be entitled to any defect rights with regard to such defects.

If, in the event of installation or attachment of the object of sale, the customer fails to inspect the external and internal characteristics of the object of sale which are decisive for this and the subsequent intended use and which can be checked with reasonable effort prior to installation or attachment, he shall be deemed to have acted with gross negligence within the meaning of sections 439 para. 3, 442 para. 1 sentence 2 of the German Civil Code (BGB). In this case, the customer's rights in respect of defects with regard to these properties shall only come into consideration if the defect in question has been fraudulently concealed by us or if we have given a guarantee for the quality of the purchased item.

Further obligations to inspect and give notice of defects pursuant to section 377 HGB (German Commercial Code) shall remain unaffected.

In the event of material defects in the delivered items, we shall first be obliged and entitled to rectify the defect or to make a replacement delivery at our discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the contractual partner may withdraw from the contract or reduce the purchase price.

If a defect is due to our fault, the contractual partner may claim damages under the conditions specified in section 4 of these General Terms and Conditions.

In the event of defects in components of other manufacturers which we cannot remedy for licensing or actual reasons, we shall, at our discretion, assert our warranty claims against the manufacturers and suppliers for the account of the contractual partner or assign them to the contractual partner. Warranty claims against us shall only exist in the case of such defects under the other conditions and in accordance with these General Terms and Conditions if the legal enforcement of the aforementioned claims against the manufacture and supplier was unsuccessful or is futile, e.g. due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the contractual partner against us shall be suspended.

The warranty shall lapse if the contractual partner modifies the delivery item or has it modified by third parties without our consent and the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the contractual partner shall bear the additional costs of remedying the defect resulting from the modification.

In all other respects, warranty rights are excluded on account of defects which were known to the contractual partner at the time of acceptance or delivery or, in the case of the delivery of goods, were unknown to him as a result of gross negligence.

Cases of force majeure or other unforeseeable, extraordinary events for which we are not responsible, such as industrial disputes, operational disruptions, official measures, transport disruptions, epidemics or pandemics, irrespective of whether these events occur at our premises or those of our suppliers, shall release us from the obligation arising from the respective contract. In the case of hindrances of a temporary nature, however, this shall only apply for the duration of the hindrance plus a reasonable start-up period. If such events

subsequently make delivery impossible or unreasonable for one of the parties, both parties are entitled to withdraw from the contract.

Our delivery obligation is also subject to timely delivery to ourselves.

8. Liability for damages due to fault

Our liability for damages, irrespective of the legal grounds, shall be limited in accordance with this clause 4 insofar as fault is involved.

We shall be liable for damages arising from injury to life, body or health in accordance with the statutory provisions.

In the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, we shall be liable for the breach of such contractual obligations which make the proper performance of the contract possible in the first place and on the observance of which the contractual partner may rely (material contractual obligations). In these cases, however, liability is limited to the damage typical for the contract which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen by exercising due care. Indirect damage and consequential damage which are the result of defects in the delivery item are also only eligible for compensation insofar as such damage is typically to be expected when the delivery item is used as intended.

In all other respects, our liability is limited to intent and gross negligence. Liability for gross negligence on the part of our employees, staff and simple vicarious agents is excluded in this respect.

In the event of liability for simple negligence, our liability to pay compensation for damage to property and further financial losses resulting therefrom shall be limited to an amount of € 1,000,000.00 per case of damage, even if this involves a breach of material contractual obligations.

The above exclusions and limitations of liability apply equally to claims for reimbursement of futile expenses within the meaning of section 284 BGB.

The above provisions do not entail a reversal of the burden of proof to the detriment of the contractual partner.

Claims for damages under the Product Liability Act remain unaffected.

9. Retention of title

All goods delivered shall remain our property until full payment of the remuneration owed, including all ancillary claims.

Processing of the goods subject to retention of title shall be carried out on our behalf as manufacturer within the meaning of section 950 BGB (German Civil Code) without any obligation on our part. If the customer processes, combines or mixes the reserved goods with other goods, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used. If our ownership

lapses as a result of combining or mixing, the customer shall already now transfer the ownership rights to which he is entitled in the new stock or item to the extent of the invoice value of the goods subject to retention of title.

The contractual partner is only entitled to resell, process or combine the goods subject to retention of title with other items or otherwise install them (hereinafter also referred to as "resale") within the scope of proper business operations and as long as he is not in default.

The claims of the contractual partner arising from the resale of the reserved goods are hereby assigned to us. The contracting party is authorised to collect the claims assigned to us until we revoke this authorisation. We shall be entitled to revoke this authorisation if the contractual partner does not properly fulfil its payment obligations arising from the business relationship with us or if we become aware of circumstances that are likely to significantly reduce the creditworthiness of the contractual partner.

III. Final Provisions

10. Place of performance, place of jurisdiction and applicable law

The place of performance is our registered office, unless expressly agreed otherwise in writing.

Insofar as our contractual partner is a registered trader within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office. The same shall apply if our contractual partner is an entrepreneur within the meaning of section 14 BGB (German Civil Code). However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation or at the general place of jurisdiction of our contractual partner. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

The contractual relationship shall be governed by the law of the Federal Republic of Germany to the exclusion of the application of the provisions of international private law and the UN Convention on Contracts for the International Sale of Goods.

11. Severability clause

Insofar as the contract or these General Terms and Conditions contain loopholes, those legally effective provisions shall be deemed agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of the loophole.



Kettling GmbH & Co. KG

Registered office: Lennestadt, Local Court Siegen - HRA 9450

Personally liable partner:

Kettling Gesellschaft mit beschränkter Haftung

Registered office: Lennestadt, Local Court Siegen – HRB 12295

Managing Director: Dipl. Ing. Jörg P. Blecher