

General Terms and Conditions of Sale for legal transactions with non-consumers
of Verbindungselemente Engel GmbH, 88250 Weingarten, HRB 550520
Version January 2022

§ 1 Applicability

These Terms and Conditions of Sale shall apply to all - including future - contracts, deliveries and services of our company with customers who are not consumers. Terms and conditions of purchase of our contractual partners shall not be recognised even if we do not expressly object to them again after receipt by us.

§ 2 Offers and conclusion of contract

1. Our offers are subject to change and non-binding. Orders placed by our customers shall be deemed accepted upon actual execution of the delivery.
2. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of verbal agreements, promises, assurances, guarantees and statements about the use or purpose of our employees in connection with the conclusion of the contract.

§ 3 Quality of the goods

Public statements made by our company, the manufacturer or his assistants about the properties of the items to be delivered, in particular advertising statements, shall not become part of the contract. We reserve the right to make changes to the technical design of our goods which do not impair their value and suitability for the use stipulated in the contract and which do not constitute a material defect. Hydrogen embrittlement is possible with strength grades above 8.8 and spring steel parts in galvanised design and may not constitute a material defect.

§ 4 Prices

1. The prices are based on our price list and agreement valid on the day of the conclusion of the contract. Unless otherwise agreed, the prices are ex works plus value added tax, freight, shipping, customs, packaging, insurance and other expenses. Our list prices presuppose - notwithstanding any surcharges provided for - the delivery of full original packages. We reserve the right to round up or down to the next packaging unit.
2. Price list items are charged at the list prices valid at the time of delivery. Orders with an order value of less than € 50.00 (excluding VAT) entitle us to charge a service fee of € 25.00 (excluding VAT), irrespective of any discount agreements, in view of the necessary treatment costs.
3. The stated price is not a fixed price. If, later than 2 months after the conclusion of the contract, the sum of the costs arising outside our company and included in the agreed price changes without our intervention (in particular pre-material and transport costs), we shall be entitled, after giving appropriate notice, to adjust the prices to the corresponding extent, but by a maximum of 50% of the stated price, in each case on the first of the calendar month, i.e. to increase or reduce them. We are not bound to the adherence to previous prices in the case of follow-up orders.
4. The customer has the right to demand a review of the price adjustment in accordance with § 315 para. 3 BGB. In the event that the adjusted price exceeds the initial price by more than 10%, the customer shall have the right to withdraw from the contract with regard to the quantities affected by the price adjustment when the price adjustment takes effect. The right of withdrawal can only be exercised within one week of knowledge or the possibility of knowledge of the price adjustment.
- 5 We reserve the right to deliver up to 10% more or less of the total order quantity against adjustment of the purchase price, in particular in the case of special parts.

§ 5 Terms of payment

1. Payment must be made - without discount deduction - in such a way that we can dispose of the amount on the due date. The customer shall bear the costs of payment transactions. The customer shall only be entitled to a right of retention and a right of set-off insofar as his counterclaims are undisputed or have been legally established, they are based on the same contractual relationship with the seller and/or they would entitle the buyer to refuse performance in accordance with § 320 BGB.
2. Unless otherwise agreed, our invoices are due 14 days after the invoice date. If the payment deadline is exceeded, at the latest from the date of default, we shall charge interest on arrears at the statutory rate (§ 288 BGB), unless higher interest rates have been agreed. In addition, we shall charge a flat-rate default fee in the amount of € 40.00. We reserve the right to assert further damage caused by default.
3. If, after conclusion of the contract, it becomes apparent that our claim to payment is jeopardised by the buyer's inability to pay or if the buyer defaults on payment of a substantial amount or if other circumstances arise which indicate a substantial deterioration in the buyer's ability to pay after conclusion of the contract, we may refuse agreed advance performance and exercise the rights under § 321 BGB. This shall also apply insofar as our obligation to perform is not yet due. We shall then also be entitled to declare due all claims not yet due from the current business relationship with the Buyer. A lack of ability to perform on the part of the Buyer shall also be deemed to exist if the Buyer is at least three weeks in arrears with a substantial amount (from 10% due), furthermore the substantial downgrading of the limit existing for him with our trade credit insurance.
4. An agreed cash discount always refers only to the invoice value excluding freight and presupposes the complete settlement of all due liabilities of the purchaser at the time of the cash discount. Unless otherwise agreed, cash discount periods shall commence from the invoice date.

§ 6 Execution of the delivery, delivery periods and dates

1. Our delivery obligation is subject to correct, timely and contractual self-delivery and, in the case of import transactions, additionally subject to the receipt of monitoring documents and import permits, unless the incorrect or delayed self-delivery is our fault. In particular, we are entitled to withdraw from the contract insofar as we have concluded a proper covering transaction but are not supplied by our upstream supplier for reasons for which we are not responsible, e.g. insolvency of our upstream supplier.
2. Information on delivery times are approximate. Delivery periods shall commence on the date of our order confirmation and shall only apply on condition that all details of the order are clarified in good time, that the agreed delivery requirements are fulfilled in good time (e.g. provision of documents, sample releases, agreed advance payments) and that all technical questions relating to the subject matter of the contract are clarified.
3. The date of dispatch ex works or ex warehouse shall be decisive for compliance with delivery periods and dates. They shall be deemed to have been met upon notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of our own.
4. The purchaser must ensure smooth acceptance of the goods and inform us in good time of any difficult delivery conditions. The purchaser must unload the goods immediately and properly. If we or third parties assist in this, this shall be done without legal obligation and at the risk of the customer.
5. in the case of purchase on call, acceptance of the goods by the purchaser must take place within one year of the initial delivery date confirmed by us, unless otherwise agreed.
6. Events of force majeure entitle us to postpone deliveries for the duration of the hindrance and a reasonable start-up period. This shall also apply if such events occur during an existing delay. Force majeure shall be deemed to include currency, trade policy and other sovereign measures, strikes, lockouts, operational disruptions for which we are not responsible, pandemics and their effects, obstruction of traffic routes (e.g. due to statutory driving bans as a result of smog or ozone alerts), delays in import/customs clearance, insolvency of our upstream supplier and all other circumstances which, through no fault of our own, make

deliveries and services significantly more difficult or impossible. In this respect, it is irrelevant whether the circumstances occur at our premises, at the supplier's works or at those of another sub-supplier. If, as a result of the aforementioned events, performance becomes unreasonable for one of the contracting parties, it may withdraw from the contract by means of an immediate declaration in text form.

§ 7 Packaging, dispatch and transfer of risk

1. If agreed, we shall deliver packed. For the rest, we shall provide packaging, protective and/or transport aids according to our experience at the expense of the purchaser. They will be taken back at our warehouse within a reasonable period of time. We do not assume any costs of the customer for the return transport or for an own disposal of the packaging.
2. goods reported ready for dispatch in accordance with the contract must be called off immediately, otherwise we are entitled, after issuing a reminder, to dispatch them at our discretion at the cost and risk of the purchaser or to store them at our discretion and to invoice them immediately.
3. In the absence of specific instructions, the choice of transport route and means of transport shall be made at our best discretion without any liability for the cheapest and fastest shipment.
4. If, through no fault of our own, transport by the intended route or to the intended place within the intended time becomes impossible or substantially more difficult, we shall be entitled to deliver by another route or to another place; the additional costs incurred shall be borne by the customer. The purchaser shall be given the opportunity to comment beforehand.
5. The purchaser may not reject partial deliveries to a reasonable extent.
6. In the case of call orders, the risk shall pass to the customer when the goods are made available for collection. Otherwise, the risk, including the risk of seizure of the goods, shall pass to the customer when the goods are handed over to the forwarding agent or carrier, but no later than when the goods leave the warehouse or delivery plant, even in the case of carriage paid delivery. We shall only provide insurance on the instruction and at the expense of the purchaser. Unloading and its costs shall be borne by the customer.

§ 8 Retention of title

1. The delivered goods remain the property of the seller until the purchase price has been paid in full. The purchaser is obliged to take the measures necessary to maintain the retention of title - or a comparable security interest in the country of its establishment or in a country of destination deviating from this - and to provide us with evidence of this upon request.
2. To the extent permitted by the law of the country in which the goods are located, the following supplementary provisions shall apply:
 - a. All delivered goods shall remain our property (reserved goods) until all claims - including conditional or limited claims - to which we are entitled within the scope of the business relationship have been fulfilled (reservation of balance). The reservation of balance shall finally expire upon settlement of all claims still outstanding at the time of payment and covered by this reservation of balance. However, the balance reservation shall not apply to advance payment or cash transactions that are settled concurrently.
 - b. Treatment and processing of the goods subject to retention of title shall be carried out for us as manufacturer within the meaning of § 950 BGB (German Civil Code) without obligating us. The processed goods shall be deemed to be goods subject to retention of title within the meaning of No. 2a. In the event of processing, combination and mixing of the reserved goods with other goods not belonging to us by the customer, we shall be entitled to co-ownership of the new item in proportion to the value of the reserved goods (final invoice amount including VAT) to the other goods used. If the combination or mixing is carried out in such a way that the purchaser's item is to be regarded as the main item, the purchaser hereby assigns to us the ownership rights to which he is entitled in the new stock or item to the extent of the value of the goods subject to retention of title (final invoice amount including VAT) and shall hold them in safe custody for us free of charge. Our co-ownership rights are deemed to be reserved goods within the meaning of No. 2 a.

c. The customer may only sell the goods subject to retention of title in the ordinary course of business under his normal terms and conditions of business, provided that the claims from the resale pursuant to d. to e. are transferred to us. He is not entitled to dispose of the reserved goods in any other way. If the customer is in default of payment in whole or in part, we shall be entitled to demand the return of the goods after granting a period of grace for performance of the contract, whereby the demand for return shall be deemed to be a withdrawal from the contract.

d. The purchaser's claims arising from the resale of the goods subject to retention of title are hereby assigned to us together with all securities which the purchaser acquires for the claim. We hereby accept the assignment. The claims shall serve as security to the same extent as the reserved goods. If the goods subject to retention of title are sold by the customer together with other goods not sold by us, the claim from the resale shall be assigned to us in the ratio of the invoice value (including VAT) of the goods subject to retention of title to the invoice value of the other goods sold. In the event of the sale of goods in which we have co-ownership shares pursuant to No. 2 b, a part corresponding to our co-ownership share shall be assigned to us.

e. The customer is entitled to collect claims from the resale. This authorisation to collect shall lapse in the event of our revocation, but at the latest in the event of default in payment, non-redemption of a bill of exchange or application for the opening of insolvency proceedings. We shall only make use of our right of revocation if, after conclusion of the contract, it becomes apparent that our claim for payment under this or other contracts with the customer is jeopardised by the customer's lack of solvency. At our request, the purchaser is obliged to inform his customers immediately of the assignment to us and to provide us with the documents required for collection.

f. The customer must notify us immediately of any seizures or other impairments by third parties. The goods shall then be stored at our request at the place of the purchaser designated by us for protection against further seizures. The purchaser shall bear all costs which have to be incurred in order to cancel the seizure, sort out or return the goods subject to retention of title, insofar as they are not reimbursed by third parties.

g. If the invoice value of the existing securities exceeds the secured claims including ancillary claims (interest, costs or similar) by more than 50 % in total, we are obliged, at the request of the customer, to release securities in the amount of the exceeding value at our discretion.

§ 9 Warranty

1. Our technical application advice, both verbal and in writing, is non-binding and does not exempt the customer from inspecting our products himself. Should liability on our part nevertheless come into question, we shall only provide compensation to the same extent as for quality defects. The customer is responsible for compliance with legal and official regulations when using our goods.

2. If the customer waives an express release in the case of the agreed initial sampling or if this does not take place, the order placed on the initial sampling or the delivery call-off shall be deemed to be the release. If the quality of the products delivered by us corresponds to the released initial sample, they shall be deemed to be in conformity with the contract.

3. No liability shall be assumed for the usability of the goods for the purpose intended by the Purchaser, unless the usability desired by the Purchaser was expressly confirmed as the purpose of the contract. In particular, no liability is assumed for the fact that disposals of the goods and their use are not or will not be hindered in any way by government regulations (e.g. embargo regulations or export licensing obligations).

4. Claims for defects on the part of the purchaser presuppose that he has duly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code). The Purchaser shall inspect the delivered goods immediately after delivery, insofar as this is feasible in the ordinary course of business, and shall notify the Supplier immediately if they show a defect. If the Purchaser fails to notify the Supplier, the delivered goods shall be deemed to have been accepted, unless the defect was not apparent upon inspection. If such a defect is discovered later, the notification must be made immediately

after discovery. Otherwise, the delivered goods shall also be deemed to have been approved in view of this defect.

5. Notices of defects do not entitle the customer to withhold the corresponding invoice amounts before final acceptance.

6. In the event of failure or refusal of subsequent performance, the customer shall be entitled to the statutory rights. If the defect is not substantial or if the goods have already been sold, processed or transformed, he shall only be entitled to the right of reduction.

7. We shall only bear expenses in connection with subsequent performance if they are not disproportionate in the individual case, in particular in relation to the purchase price of the goods. Disproportionality shall be deemed to exist if the expenses claimed, in particular for installation and removal costs, exceed 150 % of the invoiced value of the goods or 200 % of the reduced value of the goods due to the defect. If the last contract in the supply chain is a consumer goods purchase, the reimbursement of expenses shall be limited to the reasonable amount. Not eligible for compensation are costs incurred by the purchaser for the self-remedy of a defect, without the legal requirements for this being met, as well as removal and installation costs, insofar as the goods delivered by us no longer existed in their original quality as a result of processing by the purchaser prior to installation. We shall not bear any expenses incurred by the fact that the goods sold were taken to a place other than the agreed place of performance.

8. If the customer does not immediately give us the opportunity to convince ourselves of the defect, in particular if he does not immediately make the rejected goods or samples thereof available for testing purposes upon request, all rights due to the material defect shall lapse.

9. Further claims of the purchaser shall be governed by § 10 of this condition. Rights of recourse of the purchaser according to § 445a BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase. § 478 BGB remains unaffected.

§ 10 Liability

1. We shall only be liable for breach of contractual and non-contractual obligations, in particular for impossibility, delay, culpa in contrahendo and tort - including for our executive employees and other vicarious agents - in cases of intent and gross negligence, in cases of gross negligence limited to the typical contractual damage foreseeable at the time of conclusion of the contract. In all other respects our liability, including for damage caused by defects and consequential damage caused by defects, is excluded.

2. These limitations shall not apply in the event of culpable breach of material contractual obligations, the breach of which jeopardises the achievement of the purpose of the contract or the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the contractual partner may regularly rely. However, in the event of a breach of material contractual obligations, our obligation to pay damages shall be limited to the foreseeable damage typical for the contract, provided that there is no intent, gross negligence or a case mentioned in the following sentence. Furthermore, these limitations shall not apply in the case of culpably caused damage to life, body and health and also not if and to the extent that we have assumed a guarantee for the quality of the sold item, as well as in cases of mandatory liability under the Product Liability Act. The rules on the burden of proof remain unaffected.

§ 11 Limitation

Unless otherwise agreed, contractual claims which the customer has against us on the grounds of and in connection with the delivery of the goods, including claims for damages due to material defects, shall become statute-barred one year after delivery of the goods. In the event of subsequent performance, the limitation period shall not recommence but shall be suspended until three months after the subsequent performance has been carried out. This shall not affect our liability and the limitation of claims in connection with the delivery of goods which have been used in accordance with their customary use for a building and have caused its defectiveness, from intentional and grossly negligent breaches of duty, culpably caused damage to life, limb and health, cases of mandatory liability under the Product Liability Act and

the limitation of statutory recourse claims. In these cases, the statutory limitation periods shall apply.

§ 12 Passing on of information from the purchaser

We are entitled to make information of all kinds, which we receive from the customer for the procurement of the goods, such as samples, parts drawings, model data and the like, available to our suppliers, unless they are expressly marked "secret" or in a similar manner, insofar as this is necessary for the fulfilment of the respective delivery contract.

§ 13 Compliance

Both the customer and we are obliged to observe and comply with the applicable laws and legal provisions in the performance of the contractual relationship and to refrain from all actions which may lead to a violation of the law or punishment of their employees or third persons due to offences against property (embezzlement, fraud), offences against fair competition or due to corruption (bribery or granting of advantages, corruptibility or acceptance of advantages or similar).

§ 14 Place of jurisdiction, place of performance, choice of law, data protection, applicable version

1. The place of jurisdiction is, at our discretion, the location of our branch office or the location of the customer. However, we are also entitled to sue the customer at his general place of jurisdiction.
2. Unless otherwise agreed, the place of performance shall be our registered office in Weingarten.
3. All legal relations between us and the customer shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.
4. The data of our customers will be stored and processed by us in accordance with the requirements of the DSGVO.
5. In cases of doubt, the German version of these General Conditions of Sale shall apply.