

§ 1 General - Scope of application

- (1) These terms and conditions apply to all current and future business relationships with entrepreneurs. Entrepreneurs within the meaning of the Terms and Conditions are natural or legal persons or partnerships with legal capacity with whom a business relationship is entered into and who act in the exercise of a commercial or independent professional activity.
- (2) Deviating, conflicting or supplementary General Terms and Conditions shall not become part of the contract, even if we are aware of them, unless their validity is expressly agreed to in writing.

§ 2 Offers - Conclusion of contract ss - Obligations of the customer to provide information

- (1) Our offers are subject to change. We reserve the right to make technical changes as well as changes in shape, color and/or weight within reasonable limits. We are entitled to place subcontracts.
- (2) Customer orders are binding. We are entitled to accept the contractual offer contained in the order within two weeks of receipt. Acceptance can be declared either in writing or by delivery to the customer.
- (3) We reserve the property rights and copyrights to information, in particular illustrations, drawings, calculations and other documents or data in electronic form, which are passed on to customers or suppliers; they may not be made accessible to third parties. This applies in particular to such written documents and information that are designated as "confidential"; the customer/supplier requires our express written consent before passing them on.
- (4) The customer must inform us in writing, at the latest when placing the order, of any special requirements for the product to be manufactured with regard to quality and intended use as well as other risks that may arise when the customer uses the product.
- (5) We shall not be liable - subject to the provisions of §§ 7, 8 of these terms and conditions - for errors resulting from performance data submitted by the customer or other incorrect or incomplete information, including technical information.

§ 3 Delivery time - Delay in delivery

- (1) The delivery time is based on the agreements between the contracting parties. Our compliance with the delivery time is subject to the condition that all commercial and technical questions between the contracting parties have been clarified and the customer has fulfilled all obligations incumbent upon him, such as the provision of the necessary official certificates or permits or the payment of a deposit. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if we are responsible for the delay in delivery.
- (2) Compliance with the delivery deadline is subject to correct and timely delivery to us. We will inform you as soon as possible of any delays that become apparent.
- (3) The delivery deadline shall be deemed to have been met if the subject matter of the contract has left the factory or readiness for dispatch has been notified by the time it expires. If acceptance is to take place, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - or alternatively the notification of readiness for acceptance.
- (4) If the dispatch or acceptance of the subject matter of the contract is delayed for reasons for which the customer is responsible, the customer shall be charged the costs incurred as a result of the delay, starting one month after notification of readiness for dispatch or acceptance. In the case of storage at our works, however, at least 0.5% of the invoice amount shall be charged for each month or part thereof.

- (5) If non-compliance with the delivery time is due to force majeure, labor disputes or other events beyond the supplier's control, the delivery time shall be extended accordingly. We shall inform the customer of the beginning and end of such circumstances as soon as possible.
- (6) The customer may withdraw from the contract without setting a deadline if the entire performance becomes definitively impossible for us before the transfer of risk. The customer may also withdraw from the contract if, in the case of an order, the execution of part of the delivery becomes impossible and the customer has a justified interest in rejecting the partial delivery. If this is not the case, the customer must pay the contract price for the partial delivery. The same applies if the supplier is unable to deliver. If the impossibility or incapacity occurs during the delay in acceptance or if the customer is solely or predominantly responsible for these circumstances, he shall remain obliged to provide consideration.
- (7) At our request, the customer is obliged to declare within a reasonable period of time whether he is withdrawing from the contract due to the delay in delivery or insisting on delivery.
- (8) Further claims arising from delay in delivery shall be determined exclusively in accordance with §§ 7, 8 of these terms and conditions.

§ 4 Transfer of risk - Acceptance - Partial deliveries

- (1) The risk shall pass to the customer when the subject matter of the contract has left the factory, even if partial deliveries are made or we have assumed other services, e.g. shipping costs or delivery and installation.
- (2) If dispatch is delayed or does not take place as a result of circumstances for which we are not responsible, the risk shall pass to the customer from the date of notification of readiness for dispatch. We undertake to take out any insurance requested by the customer at the customer's expense.
- (3) Partial deliveries are permissible, insofar as reasonable for the customer.

§ 5 Due date of remuneration and terms of payment n

- (1) Our prices are net and apply ex works, provided that the items to be processed are delivered free of freight and charges and excluding packaging, loading and unloading. The prices only include the statutory value added tax if this is shown separately, otherwise it will be added to the respective net price.
- (2) If taxes, customs duties, freight charges, fees or expenses are increased or newly introduced between conclusion and fulfillment of the contract, we shall be entitled to increase the price accordingly if four months have already elapsed since the conclusion of the contract or if the contractual partner is a merchant. The prices shall be valid for four months from the date of conclusion of the contract. If a delivery period of more than four months has been agreed or in the case of continuing obligations lasting longer than four months, we shall be entitled to pass on to the customer any cost increases that have occurred in the meantime for procurement/delivery, including those caused by changes in the law (e.g. increase in VAT), by increasing the price accordingly.
- (3) The customer shall only have a right of set-off if his counterclaims have been legally established or recognized by us. The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship.
- (4) Unless otherwise agreed, invoices are due for payment without deduction 30 days after receipt of the invoice. Upon expiry of this period, the client shall automatically be in default of payment without the need for a reminder. The date of receipt of payment by us shall be decisive.

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§ Section 6 Retention of title - Right of lien - Assignment of objects as security

- (1) We are entitled to a lien on the item handed over to us for processing due to our claims arising from the order.
- (2) The customer shall transfer to us ownership of the item processed by us in the event that we deliver it prior to full payment as security for all claims arising for us from the business relationship. If the items processed by us are subject to retention of title by a third party, the transfer of the customer's expectant right shall take the place of the transfer by way of security. If the items processed by us are assigned to a third party as security, the customer shall assign to us his claim to reassignment, as well as any claims arising from overcollateralization against the reserved and security owner.
- (3) If the customer delivers to a third party items to which we have or had a right of lien in accordance with § 6 (2) of these Terms and Conditions or to which we have been assigned ownership as security in accordance with § 6 (3) of these Terms and Conditions, the customer shall be obliged to secure our rights upon resale.
- (4) The customer is entitled to resell the subject matter of the contract in the ordinary course of business. He hereby assigns to us all claims in the amount of the invoice amount which accrue to him from the resale to a third party. We accept the assignment. After the assignment, the customer is authorized to collect the claim. We reserve the right to collect the claim ourselves as soon as the customer does not properly meet his payment obligations and is in default of payment. The customer is obliged to provide us with the information about the assigned claims required to collect the claim and to inform the debtors of the assignment.
- (5) In the event of combination, mixing or processing of the security property to which we are entitled pursuant to § 6 para. 3 of these Terms and Conditions or the reserved property or the pledged item pursuant to § 6 para. 1 and para. 2 of these Terms and Conditions with other items not belonging to us, we shall be entitled to the resulting co-ownership share in the new item in the ratio of the value of the security property or reserved property to the other processed goods at the time of combination, mixing or processing.
- (6) We undertake to release the securities to which we are entitled upon request by the customer insofar as their value exceeds the claims to be secured by more than 10%, insofar as these have not yet been settled.

§ 7 Warranty - Claims for defects

- (1) We shall initially provide warranty for defects at our discretion by repair or replacement delivery/reproduction (subsequent performance).
- (2) The customer is obliged to inspect the goods processed by us for defects without delay. Notification of defects must be made in writing without delay, but no later than eight days after receipt of the delivery by the customer. If the customer fails to carry out such an inspection, he shall lose his claims for defects.
- (3) The customer must give us the necessary time and opportunity to carry out all repairs and replacement deliveries that we deem necessary; otherwise we shall be released from liability for the resulting consequences. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case we must be notified immediately, shall the customer have the right to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary expenses from us.
- (4) If the subsequent performance fails, if a reasonable deadline set for us for subsequent performance has expired without result or if this is unreasonable for the customer, the customer may, at his discretion, demand a reduction of the remuneration (reduction) or rescission of the contract (withdrawal). However, in the event of only a minor breach of contract, in particular in the case of only minor defects, the customer shall not be entitled to withdraw from the contract.

- (5) If the customer chooses to withdraw from the contract due to a legal or material defect after subsequent performance has failed, he shall not be entitled to any additional claim for damages due to the defect.

As the protective effect of coatings is significantly influenced by the condition of the workpieces, the customer must ensure that they are delivered in a condition suitable for coating. In particular, the delivered components must be metallically bright, i.e. free of oxide layers, silicone-free, without residues of release agents/coolants and free of blasting material, etc. We shall not be liable if the processing of the items leads to an improper result due to the aforementioned properties or unsuitability of the material with otherwise proper processing. Furthermore, we shall not be liable for changes in shape, cracks, pores or blowholes, etc. on the components to be processed; lightfastness of color shades. Minor deviations from samples or specifications with regard to color and gloss level, even in the case of self-tinting, do not entitle the customer to lodge a complaint within the tolerances customary in the industry. The customer undertakes to inform us of the following criteria for the components to be processed: Material composition, degree of purity, heat treatment and surface finish of the material used.

- (6) If the customer accepts defective goods although he is aware of the defect, he shall only be entitled to claims and rights in the event of defects in accordance with § 437 BGB if he reserves these rights due to the defect when accepting the goods.
- (7) If the customer makes an unjustified warranty claim against us without a warranty claim, he shall reimburse us for all costs incurred in connection with the inspection of the subject matter of the contract.
- (8) If the customer or a third party carries out improper repairs, we shall not be liable for the resulting consequences. The same applies to changes made to the subject matter of the contract without our prior consent.
- (9) Claims of the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded insofar as the expenses increase because the object of the delivery has subsequently been taken to a place other than the customer's branch office, unless the transfer corresponds to the intended use.
- (10) Recourse claims (§§ 478, 479 BGB) remain unaffected by the above paragraphs, insofar as obligations to give notice of defects in accordance with § 377 HGB have not been violated.

§ 8 Liability - Limitations of liability

- (1) In the event of slightly negligent breaches of duty, our liability shall be limited to the damage foreseeable for us according to the type of goods and typical for the contract. This also applies to slightly negligent breaches of duty by our legal representatives or vicarious agents. We shall not be liable to entrepreneurs for slightly negligent breach of insignificant contractual obligations. The amount of damages shall be limited to three times the amount of our invoice for the processed goods.
- (2) The above limitations of liability do not apply to claims of the customer arising from product liability and if we can be accused of gross negligence (intent, fraudulent intent, gross negligence). Furthermore, the limitations of liability shall not apply in the event of physical injury or damage to health attributable to us or in the event of loss of life of the customer.
- (3) Our liability under the Product Liability Act remains unaffected by the above provisions.
- (4) Our calculation is based on an accepted reject rate of 0.5% over a financial year.

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§ 9 Statute of limitations

All claims of the customer - on whatever legal grounds - shall lapse one year after the customer has taken delivery of the processed components. This shall not apply if fraudulent intent can be proven. The statutory periods shall apply to claims for damages in accordance with § 8 paragraph 2.

§ 10 Final provisions

- (1) The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
- (2) If the customer is a merchant, a legal entity under public law or a special fund under public law, our place of business shall be the place of performance and jurisdiction, unless otherwise stated in the order confirmation; however, we shall also be entitled to sue our contractual partner at its place of jurisdiction.
- (3) Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

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