

General Delivery and Payment Conditions

1. General information, offers, conclusion of contract

- a) These General Delivery and Payment Conditions shall exclusively apply to companies as defined in Section 14 BGB for all current and future agreements. Different or additional terms and conditions shall not become a part of the contract unless their applicability is expressly approved.
- b) Offers from Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) are non-binding. A contract shall only be concluded by written order confirmation or as a result of delivery of the goods by Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting).

2. Prices, terms

- a) Unless agreed otherwise, our prices are net prices ex works, excluding packaging, freight and insurance, plus the VAT applicable on the billing date.
- b) Payments must be made without deduction of discounts within 14 days after receipt of the invoice.
- c) The ordering party can only offset against counter claims, which are undisputed by Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting), which are ready for decision or are legally enforceable.
- d) If the payment terms are not adhered to without substantiating reasons, or if Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) determines that there has been a significant deterioration in the asset situation of the ordering party since the contract was concluded, Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) reserves the right to carry out outstanding work and services only after prepayment or provision of a deposit. If prepayments or deposits are not paid upon expiration of a reasonable period, Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) can withdraw from individual or all related contracts in part or in full; Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) reserves the right to assert of additional rights.

3. Delivery date, carriage, transfer of risk

- a) If Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) is prevented from delivering on time as a result of procurement, fabrication or delivery problems suffered by Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) or by a supplier to Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting), for which Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) is not responsible, e.g. as a result of force majeure, traffic problems, strike, lock-out or unforeseen material shortage, the delivery period shall be extended by up to one month without the ordering party deriving rights from this.
- b) Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) reserves the right to make partial deliveries.
- c) Deliveries shall be made in accordance with Incoterms 2010 EXW (89605 Altheim, Federal Republic of Germany), unless expressly agreed otherwise.

4. Duty of inspection, guarantee

- a) The ordering party shall inspect the purchased goods for damage or defect immediately upon receipt and no later than within 7 days. Complaints due to material defects must be made immediately, not later than within one week of discovery of the defects.
- b) If the purchased goods are defective or do not have their guaranteed properties, the guarantee from Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) shall be restricted to repair or replacement, at the discretion of Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting). The ordering party shall grant an appropriate period and opportunity for this. If repair or replacement is unreasonable for the ordering party or if the repair fails at least twice, it reserves the right to reduce the payment or withdraw from the contract. Claims for compensation shall only exist according to No. 5 of these Conditions. Claims under guarantee shall expire within 12 months of transfer.

5. Liability

- a) Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) is only liable in the event of culpable or gross negligence by the company or its vicarious agents or assistants. This shall not apply in the event of breach of significant contractual duties, in particular in the event of statutory claims for compensation due to non-fulfilment, delay or impossibility for which Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) is at fault, as well as in the event of injury to life, limb and health. Liability under the Product Liability Act shall remain unaffected.
- b) In the case of a breach of significant contractual duties resulting from circumstances other than culpable or gross negligence, liability shall be limited to foreseeable and typical damages. This shall also apply to grossly negligent conduct by simple vicarious agents (not senior employees) outside the area of significant contractual duties and to injury to life, limb or health.

6. Retention of title

- a) Until full payment of all claims from the business relationship between the ordering party and Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting), the delivered goods shall remain the property of Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting). In the case of current accounts, the conditional property shall secure all balance claims to which Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) is entitled.
- b) A sale by the ordering party is only permitted as part of ordinary business and only as long as the ordering party is not in default. Other disposals, which endanger the property of Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) are excluded.
- c) The ordering party herewith assigns the claims from the resale to Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting); if it sells conditional goods after processing or after combining, mixing or extending with other goods or together with other goods, the assignment shall only apply to the amount of the proportion, which corresponds to the purchase price agreed between Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) and the ordering party plus a security margin of 20 % of this price. The ordering party is authorised to collect claims assigned to Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting); Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) can revoke this authorisation and the authorisation to resell the conditional goods if the ordering party does not fulfil its obligations towards Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting).
- d) The ordering party shall provide Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) with information about the conditional goods or claims, which are assigned to Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) according to these Conditions, at all times. The ordering party shall immediately report all interventions or claims by third parties in respect of conditional goods and shall provide Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) with the documents required. The ordering party shall also inform the third parties of the retention of title. The costs for defence against such intervention shall be born by the ordering party.
- e) If the value of the securities exceeds the total claims due to Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) by more than 20 %, the ordering party reserves the right to demand release to this extent.
- f) If the ordering party is in default in respect of its obligations towards Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting), Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) can take back the conditional goods irrespective of other rights. In this case the ordering party shall grant Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) or an agent appointed by Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) immediate access to the conditional goods and shall return them.

7. Other conditions

- a) Place of performance is D-89605 Altheim. Exclusive place of jurisdiction is Ulm, Germany. Wolfgang Eichert & Dirk Ziegler GbR (EZ Casting) can also sue the ordering party at its general place of jurisdiction.
- b) German law shall apply exclusively, to the exclusion of the UN Convention of the International Sale of Goods (CISG) and private international law. The agreement and its terms shall be construed according to German law. If the English legal meaning differs from the German legal meaning of this agreement and its terms, the German meaning shall prevail.