

General terms of delivery for use with companies / Version November 2018

1. The following terms apply exclusively to all contracts for delivery and/or services provided by GMA Metall GmbH. The application of the Purchaser's terms of purchase and other terms of delivery and service are herewith expressly and conclusively rejected. This rejection also applies in the event the Purchaser has defined a specific form for the rejection. Ancillary agreements, deviations from and order confirmation and other changes only apply if we have confirmed them in writing. The following terms also apply to future contracts even if they are not expressly agreed upon again therein.

Our written order confirmation is the basis of the scope of supply or service. We are permitted to correct obvious mistakes or errors in proposals, order confirmations or invoices. Legal claims from the Purchaser due to erroneously provided information that obviously contradicts the other sales documents do not exist.

2. The proposal documents, such as illustrations, drawings, weight and dimension information are only approximated unless otherwise expressly specified as binding. The shipping weights and dimensions we specify are as precise as possible but are not binding for lack of another agreement.

Our proposals are non-binding unless a binding period is otherwise expressly specified. An order constitutes a binding offer which we can accept within one week by sending an order confirmation or delivering the goods.

3. Unless otherwise agreed upon, the prices are net, ex works, excluding packaging in EUR. The respective statutory value added tax will be added to the prices. If the Purchaser goes into default on payment, all claims against the purchase can be declared due. The Supplier has the right to assign its claims against the Purchaser to third parties. The Purchaser shall bear all fees, costs and expenses incurred in conjunction with any prosecution successfully enforced against the Client outside of Germany.

We are bound to honor the prices agreed upon for an order for four months from the time the contract is concluded. If longer delivery periods are agreed upon, we are entitled to charge a proportionate surcharge for incurred cost increases resulting from increases in material or payroll costs, based on our original price calculation. If the increased price is 20% or more above the agreed upon price, the Purchaser has the right to withdraw from the contract if the price increase is not caused by conventional market cost changes. This right must be asserted immediately after notification of this increased price. Potentially agreed upon surcharges or price reductions remain unaffected.

As a rule, call orders shall only be concluded for a maximum duration of one year. If the goods ordered as part of a call order are not accepted within this period, we will give the Purchaser a grace period of one month to retrieve the remaining amounts. If the remaining amounts are not

retrieved within this month, we can withdraw from the call order. Already accepted goods will be billed retroactively based on the list prices and, if applicable, the standard discount rates. Incidentally, the Purchaser shall compensate us for the damages incurred as a result of the withdrawal. This includes, in particular, damages incurred as a result of primary material orders and fabrications we have initiated which arose as a result of the preview of the released quantity and related specifically required run-up times the Purchaser provided us.

4. Packaging costs will be invoiced as the lowest cost. Several packaging invoicing variants are available.

Reusable packaging from GMA: a variety of load carriers are available as rental packaging for transporting parts (DB pallet cages, DB Euro pallets, insertable frames for DB Euro pallets, containers from GMA). We have a container account which we check monthly. First, a maximum inventory will be mutually agreed upon with the Purchaser. If the maximum inventory of loaned load carriers is exceeded, rental fees shall be charged based on the standard market conditions.

Reusable packaging from the customer: In this scenario, the customer provides the load carriers on time, on an as needed basis, without damage, clean and without stickers, in sufficient numbers and free of charge.

Load carrier exchange via a freight forwarder: Replaceable DB pallet cages and DB Euro pallets are invoiced by the freight forwarder.

Disposable packaging: Costs for disposable pallets and cartons shall be invoiced on an at cost basis and separately indicated on the invoice unless otherwise agreed upon.

5. Agreed upon tool costs shall be invoiced separately from the value of the goods. Making pro rate payments for costs for tools does not entitle the Purchaser to any claims to the tools. Only after complete payment has been made will be transfer ownership upon request.

We are obligated to store the tools for the Purchaser for three years after the last delivery. We shall notify the Purchaser of the end of the period in writing and request they notify us within two months as to whether they want to submit further orders to us. If the Purchaser notifies us, before this period elapses, that orders will be placed within one additional year, we are obligated to store the tools for this period. Otherwise, we shall return the tools to the Purchaser if they are the owner, otherwise, we shall offer it for purchase in return for payment of the remaining value. If the Purchaser does not purchase them within one month, we are entitled to dispose of the tools in another manner.

6. Delivery periods and delivery dates are only approximated unless a fixed delivery period or delivery date is expressly agreed upon.

The delivery period begins when the order confirmation is sent, however, not before the Purchaser has provided the documents, information, permits, releases required or before the agreed upon deposit has been paid. After sending the order confirmation, the delivery period will be extended by the period the Purchaser needs to provide the documents, information, permits, releases required and to execute the agreed upon deposit payment. The same applies if a change in the scope of supply is subsequently agreed upon and this change requires additional time.

The delivery period is considered adhered to if the notification that the goods are ready to ship is sent before it elapses. The delivery period extends in the event of measures related to labor

disputes, in particular, strikes and lock-outs and in the event of unforeseen hindrances that significantly impact the production or delivery of the object of delivery for which we are not liable. This also applies if such circumstances arise for sub-suppliers. We are also not liable for these circumstances if they arise during a delay already in progress. The start and end of such obstacles shall be reported by the Purchaser as quickly as possible.

We shall only go into default, even in the event of a calendar-based performance period (Sec. 286 (2) No. 1, 2 of the BGB (German Civil Code)) if we are given a reasonable grace period, in writing, to perform unless we have earnestly and conclusively refused to provide the service.

If the dispatch is delayed upon request of the Purchaser, they shall be charged for the storage costs incurred, starting from one month after the notification of readiness for dispatch; if stored at our factory, however, at least 1/2 of a percent of the invoice amount for each month. The Purchaser's obligation to pay the agreed upon purchase price on time remains unaffected. From the time the goods are ready to ship, the Purchaser bears the risk of loss or destruction or deterioration of the goods unless we are culpable. However, after a reasonable grace period has elapsed without result, we are entitled to dispose of the object of delivery in another manner or deliver it to the Purchaser after a reasonable, extended grace period.

Partial deliveries are permitted unless the Purchaser declines them or partial deliveries are unreasonable for the Purchaser.

7. Unless otherwise agreed upon, payment is due, free of charge for us, within 15 days net from the date of delivery; if delivered 'ex works', from the time the goods are ready at our facility or the notification of readiness for dispatch and the invoice has been received. If the orders are for tools and equipment, payment shall be made as follows:
 - 45% when the contract is awarded
 - 45% when the prototype is presented
 - 10% when the sample is approved.

Payment is considered on time if the funds are credited to our bank account without reservation. The receipt of a bill of exchange or check, if this payment method has even been agreed upon, is not considered receipt of payment until the bill or check is redeemed.

If the Purchaser goes into default on payment, we can demand default interest in the statutory amount. The assertion of further default damages remains reserved. Upon full payment of due invoice amounts, including default interest, we are not obligated to provide any further deliveries from any contracts.

We reserve the right to demand prepayment or collateral in the amount of the invoice amount for the delivery if circumstances arise retroactively or we become aware that our claim is endangered. If the Purchaser does not provide the prepayment or collateral within a reasonable grace period per written request, we are entitled to withdraw from the contract without setting any further grace periods.

8. Shipping is at the risk and for the account of the Purchaser. Accordingly, no compensation shall be provided for breakage or other damage during transport. Transport insurance shall only be concluded upon express request of the Purchaser and at the Purchaser's expense. The risk of accidental loss or deterioration of the goods shall transfer to the Purchaser when the goods are delivered to the freight forwarder or freight carrier, but no later than when it leaves the factory. This also applies if partial deliveries are made or freight paid deliveries have been agreed upon or

we have assumed other services such as transport. If the dispatch is delayed as a result of circumstances for which the Purchaser is liable, the risk shall transfer to the Purchaser on the date the goods are ready for dispatch; however, we are obligated to procure the insurance the Purchaser requests at the Purchaser's request and expense.

9. The delivered goods remain our property until complete payment of the purchase price and full repayment of all claims, including future claims, resulting from the business relationship (extended retention of title).

The Purchaser is obligated to insure our property against fire, water and theft. Claims against the insurance company shall be assigned to us. If the Purchaser, upon request, does not provide proof that an adequate insurance policy has been concluded, we are entitled to insure the object of delivery against theft, fire, water and other damage at the Purchaser's expense.

The Purchaser is permitted to further process the goods during the normal course of business or, if extended or expanded retention of title is agreed upon, resell the goods. The Purchaser is not entitled to any further types of disposal.

The Purchaser's authorization to process and resell ceases to exist if they do not meet their payment obligations toward us, otherwise grossly breaches the contracts into which they entered or suffers financial collapse. Financial collapse includes cessation of payment, over-indebtedness, an application for the opening of insolvency proceedings and any other major change in the Purchaser's financial situation that might result in a risk to our securities.

Any processing of reserved goods shall be performed for us. If mutually processed for several suppliers, we are entitled to co-ownership in accordance with Sec. 947 et seq. of the BGB.

If the Purchaser connects or combines our items with its own item in such a manner that the Purchaser's item is considered the main item, the Purchaser herewith transfers a portion of the co-ownership to the main item to us proportionate to the value of our item in comparison to the main item. Our share of co-ownership shall remain in the Purchaser's possession and the Purchaser shall hold it for us for safekeeping.

The Purchaser herewith transfers a principal partial amount commensurate with our share of ownership of the claims and ancillary rights resulting from the resale. The Purchaser is not entitled to agree on a prohibition on assignment.

In the event a debtor goes into partial default on payment to the Purchaser, the claim assigned to us shall be considered the last claim paid.

The Purchaser is entitled to collect the assigned claims during the normal course of business. This authorization ceases to apply in cases in which the authorization to further process also ceases to apply. The Purchaser is then only obligated to participate in collecting the claims.

The Purchaser is not permitted to mortgage the object of delivery or transfer it as collateral. In the event of seizure or other disposals by third parties, the Purchaser must notify us immediately. In the event the Purchaser breaches the contract, in particular in the event of default on payment, we are entitled to take back the goods, after a warning, and the Purchaser is obligated to release them to us.

If the realizable value of the securities provided to us exceeds our claims by a total of more than 20%, we shall release the excess security, as per our choice, upon request of the Purchaser.

10. Commercial trademark rights, in particular, copyrights and patents for drawings and devices with related documents, proposals and cost estimates (“documents”) are retained by the respective holder of the rights or with us. These documents, entrusted to the Purchaser only for personal use for the purpose indicated in our respective proposal, or portions thereof may not be reproduced or made accessible to third parties without our express permission.

All documents must be immediately returned to us if a supply agreement is not concluded.

11. The Purchaser can only offset undisputed or legally established claims against our payment claims. The Purchaser is not entitled to reply to our payment claims with rights of retention, even from complaints due to defects, unless they result from the same contract.
12. Excess deliveries of up to 10% or under deliveries of up to 5% of the order quantity are considered contractually compliant performance with respect to both the total and individual partial quantities. The total price changes accordingly based on the scope. Retroactive changes to ordered goods can only be taken into account if we have not started production yet.
13. Warranty claims from the Purchaser require the Purchaser having properly fulfilled its inspection and complaint obligations in accordance with Sec. 377 of the HGB (German Commercial Code). Complaints related to quantities, weight or quality must be reported to us in writing immediately after they are discovered.

If, despite applied care, the delivered goods are defective at the time the risk is transferred, we will improve or redeliver the goods as per our choice, if the complaint is filed in due time. We must always be given the opportunity to provide subsequent performance within a reasonable grace period. Rejected goods must be returned to us immediately upon request; we will bear the transport costs if the defect complaint is justified.

Defect claims are not permitted for minor deviations from the agreed upon quality, minor limitation of usability, natural wear and tear or damage caused by incorrect or negligent handling after the transfer of risk, excessive stress, unsuitable operating materials or chemical, electro-chemical or electrical influences not stipulated in this contract. If maintenance or modifications are improperly made by the Purchaser or a third party, defect claims cannot be filed for the resulting consequences.

Before performing any improvements and providing replacement deliveries we deem necessary at our discretion, the Purchaser shall give us the required time and opportunity after consulting with us. The Purchaser only has the right to rectify the defect itself or have a third party do so in urgent cases pertaining to operational safety and to prevent excessive damage, however, we must be notified immediately, or if we fail to rectify the defect in due time.

If subsequent performance fails or is not provided within a reasonable grace period, the Purchaser can withdraw from the contract or reduce the remuneration, irrespective of any potential claims for compensation of damages. Subsequent improvement or replacement delivery have failed if two attempts to rectify the defect have failed.

We shall bear the direct costs of the improvement or replacement delivery, the costs of the replacement item including shipping and reasonable removal and installation costs, if the complaint is determined to be justified. Clause 14 applies to claims for compensation of damages.

The Purchaser is only entitled to claims for recourse against us only if the Purchaser has not concluded agreements exceeding the statutory, mandatory claims for defects.

We do not provide guarantees in the legal sense unless expressly agreed upon in writing.

The warranty period is 12 months from the date of delivery or the agreed upon acceptance of the delivered products. This reduction of the warranty period does not apply in the event of intent or fraudulent intent or defect-related damages resulting from the loss of life, physical injury or damage to health or if the law stipulates longer mandatory warranty periods. Executed subsequent performance work or replacement parts delivered in the framework of subsequent performance are only under warranty until the warranty period for the original delivery expires.

If the subsequent performance period elapses without success, we have the right to ask the Purchaser to declare their further warranty rights to us within a grace period of one month. If the Purchaser does not submit such a declaration within this grace period, warranty rights are excluded; this only applies if we have made reference to this legal consequence in the request with the grace period.

14. We are liable for compensation of damages, regardless of the legal grounds, only
- if we, our legal representatives or vicarious agents have acted fraudulently or with gross negligence
 - if we have committed to guarantees, for the fulfillment of these guarantees in the agreed upon scope
 - in the event of damages resulting from loss of life, physical injury or damage to health
 - in cases of other mandatory, statutory liability (e.g. Product Liability Act, Environmental Liability Act).

In cases of slight negligence, we are liable, except in the aforementioned cases, for compensation of damages, regardless of the legal grounds, only in the event of a breach of cardinal contractual duties, meaning, duties that must be fulfilled to properly execute the contract and compliance with which the Purchaser can and should generally be able to trust. In the event of a slightly negligent breach of cardinal contractual duties, our liability for compensation of damages is limited to compensation for typical, foreseeable damages.

The Purchaser is obligated to notify us, in writing and before the conclusion of the contract, of special risks, atypical damage possibilities and unusual extents of damage.

Liability for any further consequential damages, a lack of financial success, indirect damages and damages from third-party claims is excluded.

Insofar as liability toward us for claims for compensation of damages is excluded or limited, this also applies with respect to the personal liability for compensation of damages of our employees, staff, representatives and vicarious agents.

15. Return shipments for credit are only permitted with our consent. Our consent is issued at our discretion. In principle, only equipment that is not a special fabrication and can be used elsewhere

can be returned for credit. If goods are returned, our invoice number must always be indicated. The calculation of the credit shall be based on the prices applicable at the time of the return or the invoiced prices (depending on which of these prices is lower) or the condition of the equipment. The assessment is based on the condition and reusability of the equipment, minus the handling costs incurred for the order and processing the return shipment and any potential maintenance and servicing costs.

16. Unless otherwise specified, the place of performance for all obligations resulting from this contract and the sole place of jurisdiction is Bünde. We are, however, entitled to file claims against the Purchaser before the competent courts in the Purchaser's place of incorporation.
17. German law applies under the exclusion of the UN Convention on the International Sale of Goods.
18. If a provision in these terms is or becomes invalid or unenforceable, the validity of the other provisions remains unaffected. In lieu of an invalid or unenforceable provision, a provision that comes closest to the invalid or unenforceable provision with respect to economics shall be considered agreed upon.
19. These terms of delivery apply only to deliveries to businesspersons pursuant to Sec. 14 of the BGB and legal entities under public law or special funds under public law.



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