

General Terms and Conditions for Business Transactions with Contractors
of WEWO Schrauben-Befestigungsteile GmbH, An der Oehlmühle 13, 47638 Straelen, Germany

I. Scope of the terms and conditions

1. These terms and conditions apply to all our future business relations with contractors in the sense of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law. Unless otherwise agreed, our terms and conditions in the version last provided to the customer in text form shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case.
2. Our terms and conditions of business shall apply exclusively. We do not recognise any contractual terms and conditions of the customer that are contrary to or deviate from or supplement our terms and conditions, unless we have expressly agreed to their validity in writing. This requirement of consent shall also apply if we provide services without reservation or accept them without reservation in the knowledge that the customer's contractual terms and conditions are contrary to or deviate from or supplement our terms and conditions.

II. Conclusion of contract and prices

1. Our offers are subject to change and non-binding.
2. Orders placed by the customer shall only be deemed to have been accepted by us, and a contract concluded, when the order has been confirmed by us in writing (e.g. by means of an order confirmation) or implicitly by delivery of the ordered goods. Unless otherwise stated in the order, we shall be entitled to accept it within [three] weeks of its receipt by us. Subsequent amendments or additions to the concluded contracts must be confirmed by us in writing to be effective. Amendments to this written form requirement must also be agreed in writing.
3. Payments to us shall be made in the currency specified in the contract.
4. The price list valid at the time of conclusion of the contract or the price agreed in the individual case shall be decisive for the agreed price.
The prices stated are net prices to which the respectively applicable value added tax and the costs of packaging shall be added.
5. Unless otherwise agreed in writing, the prices are ex works.
6. If the goods are shipped to the customer at the customer's request, the customer shall additionally be charged for the costs of transport.

III. Packaging and transport costs

1. The customer shall bear the costs of packaging.
- 2.a. Transport containers (Euro pallets, DB wire mesh boxes, pallet clip-on frames, barrel pallets, etc.) which we provide to the customer on a temporary loan basis shall be invoiced by us after the expiry of 14 days from the date of provision, unless they have been returned to us.

Euro pallets	14.00 Euro / net per item
DB wire mesh boxes	140.00 Euro / net per item
Pallet clip-on frame	9.00 Euro / net per item
Barrel pallets	29.00 Euro / net per item

- 2.b. However, ownership of the transport container not returned to us in due time shall not pass to the customer until the remuneration payable in accordance with 2.a. has been paid to us.

IV. Terms of delivery

1. Customary excess or short deliveries of up to 10% of the ordered quantity are permissible and do not trigger any warranty claims on the part of the customer. The same applies to custom-made products. This also includes DIN parts that have to be specially manufactured. Regulations to the contrary require prior written agreement.

2. Our deliveries are subject to correct and timely delivery by our own suppliers. If necessary, we shall inform the customer immediately of any delays in delivery or of the non-availability of the delivery item and, in the event of withdrawal, reimburse the corresponding compensation without delay.
3. The delivery period shall be agreed individually or stated by us upon acceptance of the order. If this is not the case, the delivery period shall be approximately [three] weeks from the conclusion of the contract. Even if a delivery date has been confirmed by us in writing, this does not mean that a firm deal has been agreed. A transaction for delivery by a fixed date shall only be deemed to have been agreed if we expressly confirm this in writing using the term "transaction for delivery by a fixed date". Penalties for delay shall only apply if they have been mutually agreed in writing in advance and are in reasonable proportion to the scope and duration of the delay in delivery. Insofar as there is a duty to cooperate on the part of the customer and the customer does not comply with this duty to cooperate, delivery dates and delivery periods shall be postponed in a reasonable manner, as a rule by the delay caused by the customer. Fault on the part of the customer is not relevant in this respect. In the event of unjustified non-acceptance of the goods by the customer, costs and damages, transport risks and additional transport costs shall be borne by the customer who unjustifiably refuses acceptance.
4. If the delivery deadline or delivery date is not met by us, the customer is obliged to set us a reasonable subsequent delivery deadline in writing. The occurrence of our delay in delivery shall be determined in principle in accordance with the statutory provisions. In any case, however, a reminder by the customer is required.
5. If non-compliance with delivery periods and delivery dates is due to force majeure, such as war, riots, bad weather, catastrophes, panic and epidemics, strikes, trade restrictions, government orders and restrictions, the periods shall be extended appropriately, i.e. as a rule by the duration of the delays.

V. Special parts

1. If, in the case of customer-specific special parts or such items which are not or no longer part of our catalogue range at the time of the order, we have committed ourselves to the customer by special agreements to supply special parts or spare parts after the end of a series supply, the prices for the special parts and spare parts shall always require an individual agreement. In particular, we are not obliged to continue to supply spare parts at the offer price of the series parts after the expiry of the series supply.
2. The order for spare parts must be placed in such a way that the customer undertakes to accept and pay for minimum quantities based on the production size of our upstream suppliers. The customer will be informed of this production size in advance.
3. Insofar as we undertake by express agreement to hold stocks of spare parts in certain quantities for a certain period of time, interest shall be paid on these stocks of spare parts pro rata temporis at a rate of 8 percentage points above the base rate per annum based on the net sales price of the goods(s) applicable at the time. This shall compensate for all costs of stocking the parts. This storage interest shall be paid annually by the customer by 31 March of the following year.
4. After the elapse of $\frac{1}{4}$ of the period of the agreed stockholding obligation, the customer is obliged to accept and pay for the share of the spare parts stock corresponding to the elapsed period and which has not yet been accepted by then.
 - 4a. The customer must therefore accept and pay for at least one quarter of the spare parts provided after the first quarter of the stockpiling period has elapsed.
 - 4b. After the expiry of the second quarter of the stockpiling period, the customer must again accept and pay for at least another quarter of the spare parts provided.
 - 4c. At the end of the third quarter of the stockpiling period, the customer must again take delivery of and pay for at least another quarter of the spare parts provided.
 - 4d. At the end of the fourth quarter of the stockpiling period, the customer must then take delivery of and pay for the remaining spare parts provided. If the customer does not wish to accept these last remaining spare parts, the customer may demand their scrapping by WEWO and shall receive the scrapping proceeds in return, less the scrapping costs and any storage proceeds not yet paid (see clause V 3.).

VI. Delivery, transfer of risk and acceptance

1. Unless otherwise stated in the written order confirmation, delivery "ex works" is agreed. In the event of delivery ex works, the goods shall be held ready for collection in a condition in accordance with the contract at our place of business, which is the place of performance for the delivery and any subsequent performance, and the customer shall then be informed thereof. From this point in time, the customer shall bear the risk of accidental deterioration or loss of the goods.
2. At the customer's request and expense, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). If the customer does not give any special shipping instructions, the shipment will be carried out at our discretion. If the customer expresses special wishes with regard to the type of dispatch or the dispatch route, we shall endeavour to take these into account; any additional costs incurred as a result - even in the case of agreed freight delivery - shall

be borne by the customer. In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.

3. If dispatch is delayed at the customer's request or for reasons for which the customer is responsible, we shall store the goods at the customer's expense and risk. In this case, notification of readiness for dispatch is equivalent to dispatch.
4. Only at the explicit request and expense of the customer will we insure the delivery with transport insurance.
5. If a special form of acceptance has been agreed between us and the customer, this shall be carried out at the customer's expense at the place of manufacture.

VII. Terms of payment

1. Unless otherwise agreed with the customer in individual cases, our invoices are payable net without any deductions within 8 calendar days from the date of the invoice and delivery of the goods. 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.
2. Cheques and bills of exchange shall not be considered as cash payment. We are not obliged to accept cheques or bills of exchange; if we accept cheques or bills of exchange, then only as performance on account of fulfilment. Costs arising from cheques and bills of exchange shall be borne by the customer.
3. In the event of default in payment, the customer shall pay default interest in accordance with the relevant statutory provisions. Furthermore, in the event of default, the customer shall be obliged to reimburse the fees of the lawyer or collection agency commissioned with the collection of the debt. The right to claim further damages remains unaffected.

VIII. Right of retention/offset

1. A right of retention on the part of the customer is excluded unless the customer's counterclaim arises from the same contractual relationship and is undisputed or has been legally established.
2. The customer is only entitled to offset our claims against his own claims if the customer's claims are undisputed or have been legally established.
3. Any counter rights of the customer in the event of defective delivery shall remain unaffected by the provisions of this clause VIII.

IX. Technical delivery conditions

1. Technical delivery conditions apply in accordance with DIN 267 or ISO 898 for screws, nuts and similar threaded as well as shaped and drawn parts. If the customer requests other conditions in whole or in part, these shall only apply if they are accepted by us in writing.
2. Our specifications of the goods are only descriptions of the goods and not guaranteed properties. In the case of galvanic coatings on high-strength screws and other parts with tensile strength from approx. 1000 N/mm² and spring-hard parts with hardnesses from approx. 320 HV, the risk of hydrogen embrittlement, which can lead to delayed brittle fractures, cannot be ruled out with certainty using the known processes, despite observance of every duty of care (see also DIN EN ISO 4042). Such parts will only be provided with such coatings at the explicit request and responsibility of the purchaser.

X. Warranty

1. Unless otherwise agreed in writing, the assessment of whether a delivered good is defective or not shall be based on the statutory provisions (§ 434 para. 1 p. 2 and 3 BGB (German Civil Code)).
2. Claims for defects on the part of the customer shall only exist if the customer has duly complied with his duties of inspection and notification of defects owed under § 377 of the HGB (German Commercial Code). The notification of defects must be made in writing and include a precise description of the defect. Defects which are not recognisable during the inspection to be carried out in accordance with § 377 HGB (German Commercial Code) must be reported in writing immediately upon discovery. In the case of delivery of mass-produced parts, e.g. DIN and standard parts, a small, insignificant number of parts with defects in relation to the entire delivery shall not justify the return of the entire delivery. A systematic defect must be recognisable through a sufficient, random inspection upon receipt of the goods. If the customer fails to carry out the proper inspection and/or report the defect, the goods shall be deemed to have been approved.
3. In the event of justified notices of defects, we shall be entitled to subsequent performance. The customer shall grant us a reasonable period of time for subsequent performance. Subsequent performance shall be effected at our discretion by remedying the defect (rectification) or delivery of new goods (replacement). In the event of rectification of the defect, we shall bear the necessary expenses insofar as these are not increased because the subject matter of the contract is located at a place other than the place of performance. We are entitled to make the subsequent performance owed dependent on the customer paying the

purchase price due. However, the customer shall be entitled to retain a part of the purchase price that is reasonable in relation to the defect. Only if the subsequent performance has failed may the customer, at his discretion, demand a reduction of the purchase price or declare his withdrawal from the contract. In the case of an insignificant defect, however, there is no right of withdrawal. The rectification shall be deemed to have failed with the second unsuccessful attempt, unless further attempts at rectification are appropriate and reasonable for the customer due to the subject matter of the contract. The customer may also only assert claims for damages due to the defect if the subsequent performance has failed. In addition, the provisions of Section XI. of these General Terms and Conditions (Other Liability for Damages) shall apply in this respect. The right of the customer to assert further claims for damages in accordance with the conditions stipulated there remains unaffected.

4. In accordance with the statutory provisions, we are obliged to take back the new goods or to reduce the purchase price even without setting the otherwise required deadline if the customer's buyer, as a consumer of the new movable item sold (purchase of consumer goods), was able to demand the return of the goods or the reduction (abatement) of the purchase price from the customer due to the defect of these goods or if the customer is subject to a similar resulting recourse claim. In addition, we are obliged to reimburse the expenses of the customer, in particular transport, travel, labour and material costs, which the customer has to bear in relation to the end consumer within the scope of subsequent performance due to a defect in the goods existing at the time of the transfer of risk from us to the customer. However, the claim shall be excluded if the customer has not properly complied with the aforementioned obligations of inspection and notification of defects.

5. The aforementioned obligations set forth in clause X. 4. are excluded if the defect is based on advertising statements or other contractual agreements which do not originate from us or if the customer has given such a guarantee to the end consumer. The obligation is also excluded if the customer himself was not obliged to exercise the warranty rights towards the end consumer on the basis of the statutory regulation or if he did not make this notification towards a claim made to him. This shall also apply if the customer has assumed warranties towards the end consumer which exceed the statutory scope.

XI. Other liability for damages

1. Unless otherwise stipulated in these General Terms and Conditions including the following provisions, we shall be liable for any breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

2. We shall be liable for damages - irrespective of the legal grounds - in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable

a) for damages resulting from injury to life, body or health,

b) for damages arising from the breach of an essential contractual obligation (i.e. an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the customer regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable damage that typically occurs.

3. The limitations of liability resulting from section XI paragraph 2 do not apply if we have fraudulently concealed a defect or assumed a guarantee for the quality of the goods. The same applies to claims of the customer under the Product Liability Act.

4. The customer may only withdraw from or terminate the contract due to a breach of duty which does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the customer (in particular according to §§ 651, 649 BGB (German Civil Code)) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

5. Insofar as liability for damages against us is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

XII. Limitation of the customer's claims

The customer's warranty claims shall become statute-barred within one year after delivery of the goods to the customer, unless we have fraudulently concealed the defect. The statutory limitation period in the case of a delivery recourse according to §§ 478, 479 BGB (German Civil Code) remains unaffected.

XIII. Withdrawal due to failure of own delivery

We are entitled to withdraw from the contract in the event that we do not receive our own deliveries, or do not receive them correctly or on time.

XIV. Withdrawal due to deterioration of assets

We shall be entitled to withdraw from the contract if the customer has filed an application for the opening of insolvency proceedings against his assets, has submitted an affidavit in accordance with § 807 ZPO (German Code of Civil Procedure) or if insolvency proceedings have been opened against his assets or the opening has been rejected for lack of assets.

XV. Retention of ownership

1. The delivered goods (reserved goods) remain our property until all claims have been fulfilled, including all current account balance claims to which we are entitled against the customer from the respective purchase contract and an ongoing business relationship now or in the future. In the event that the customer behaves in breach of contract, e.g. default of payment, we shall have the right to take back the goods subject to retention of ownership after setting a reasonable deadline. If the goods subject to retention of ownership are taken back by us, this shall constitute a withdrawal from the contract. The same shall apply if the reserved goods are seized by us. We are further entitled to realise the goods subject to retention of ownership after taking them back. After deduction of a reasonable amount for the costs of realisation, the proceeds of realisation shall be set off against the amounts owed to us by the customer.

2. The customer shall treat the goods subject to retention of ownership with care and insure them adequately and at replacement value against fire, water and theft at his own expense.

3. The customer is entitled to resell and/or use the goods subject to retention of ownership in the ordinary course of business as long as and to the extent that he is not in default of payment. Pledging or transfer of ownership by way of security of the reserved goods is not permitted. The customer hereby assigns to us in full, by way of security, all claims arising from the resale or any other legal reason (insurance benefits or tort) in respect of the reserved goods (including all current account balance claims). We hereby accept the corresponding assignment. The customer is furthermore revocably authorised to collect the claims assigned to us for his account in his own name. The direct debit authorisation can be revoked at any time if and insofar as the customer does not properly fulfil his payment obligations. The customer is also not authorised to assign this claim for the purpose of debt collection by way of factoring, unless the obligation of the factor is simultaneously established to affect the counter-performance in the amount of the claim directly to us for as long as we still have claims against the customer.

4. Any processing or transformation of the reserved goods by the customer shall in any case be carried out for us. If the goods subject to retention of ownership are processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of ownership (final invoice amount including VAT) in relation to the other processed items at the time of processing. The same shall apply to the new item created by processing as to the reserved goods. In the event of inseparable mixing of the reserved goods with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount incl. VAT) to the other mixed items at the time of mixing. If the customer's item is to be regarded as the main item as a result of the mixing, the customer and we agree that the customer shall transfer co-ownership of this item to us on a pro rata basis. We hereby accept the transfer. The customer shall hold our sole or co-ownership of an item thus created in safe custody for us.

5. The customer shall inform us immediately if third parties gain access to the goods subject to retention of ownership (in particular seizures). Insofar as the third party is not in a position to reimburse us for court or out-of-court costs incurred in this connection, the customer shall be liable for these.

6. We are obliged to release the securities to which we are entitled insofar as the realisable value of our securities exceeds the claim to be secured by more than 10 per cent; in this respect, the choice of the security to be released is incumbent on us.

XVI. Return of defect-free goods by the customer

1. We are not obliged to take back goods that have been ordered incorrectly, i.e. goods that the customer has ordered incorrectly. A return by the customer is only possible if we have explicitly agreed to this return in writing. If we have agreed to the return, the customer will not receive a refund of the purchase price but a credit note for the goods. We reserve the right to deduct a reasonable value for the work involved as well as a restocking fee, also from the previous supplier.

2. The rights of the customer in the event of delivery of defective goods shall remain unaffected by the provision under clause XVII.1.

XVII. Form of declarations

Legally relevant declarations and notifications which the customer has to make to us or a third party must be in writing.

XIII. Use of data; data protection

1. The customer's inventory data shall be used exclusively for processing his order. All customer data shall be stored and processed by us in compliance with the relevant provisions of the European Data Protection Regulation (GDPR), the Federal Data

Protection Act ("Bundesdatenschutzgesetz", BDSG) and the Teleservices Data Protection Act ("Teledienstschutzgesetz", TDDSG). The collection and digital processing of personal data for order processing is limited to the most necessary (first name, surname and, if applicable, company name of the customer, billing address of the customer, telephone, fax and, if applicable, mobile phone number(s), e-mail address(es)).

2. We assure you that the data will be treated with absolute confidentiality within the framework of the statutory data protection provisions and will be used exclusively for the processing of the order, payment and delivery process.

3. We do not pass on the customer's personal data, including his home address and e-mail address, to third parties without his explicit consent, which can be revoked at any time. Excluded from this are our service partners who require the transmission of data for order processing

(e.g. the credit institution commissioned with the payment processing or the shipping company commissioned with the delivery). In these cases, the scope of the transmitted data is limited to the necessary minimum.

4. The customer has the right to free information, correction, blocking and deletion of his stored data at any time.

XIX. Severability clause

1. Should individual provisions of these terms of sale or of the sales contract or provisions included in the future be wholly or partially invalid or unenforceable or subsequently lose their validity or enforceability, this shall not affect the validity of the remaining provisions. The same shall apply if it should turn out that the contract contains a loophole.

2. Should a provision be invalid or unenforceable, or should there be a loophole in the contract, the statutory provisions shall apply in this respect.

XX. Applicable law; place of jurisdiction

The customer's business relations with us are subject to the law of the Federal Republic of Germany to the exclusion of the provisions of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes arising from the business relationship of the customer with us is the registered office of our company. Notwithstanding the foregoing, we shall also be entitled to assert our claims against the customer at the customer's general place of jurisdiction or at the place of performance of the delivery obligation.

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