

GENERAL TERMS AND CONDITIONS OF "TGW GmbH"

1. Applicability

- 1.1. All our offers, deliveries and services shall be based on these General Terms and Conditions.
- 1.2. Any different Purchase Conditions of the customer, which we do not acknowledge in writing in the order confirmation, shall not be binding for us even if we do not expressly object to them. Even if the customer's Purchase Conditions are accepted in writing, clauses that extend our warranty and liability beyond the provisions of the Swiss Code of Obligations and/or stipulate liability for consequential damage for defects shall not apply.

2. Offer and Conclusion of Contract

- 2.1. Our offers shall always be non-binding. The contractual obligation shall only arise when the customer receives our written order confirmation.

3. Payment Terms and Offsetting

- 3.1. If the customer fails to comply with the agreed payment date, we shall be entitled to charge default interest amounting to 5% per annum. We shall reserve the right to enforce claims for additional damages caused by default.
- 3.2. If the customer does not pay on time, we shall also be entitled to waive subsequent performance and demand compensation due to non-performance or withdraw from the contract and demand compensation due to the cancellation of the contract.
- 3.3. Offsetting of demands against our payment claims shall be excluded, unless they involve claims by the customer that have been acknowledged in writing or are final and absolute.

4. Delivery

- 4.1. Delivery dates and delivery periods shall only be binding if we confirm them in writing. Our delivery obligation shall not apply as long as the customer is in arrears with the fulfillment of their contractual obligations and/or duties.
- 4.2. Unforeseeable events, e.g. force majeure, operational disruptions beyond our control, etc. shall entitle us to extend the delivery period.
- 4.3. We shall be entitled to make partial deliveries. In the case of generic goods and series production, differences of $\pm 10\%$ in the agreed delivery quantity shall be permitted.

- 4.4. If delivery on call is agreed and the customer does not call off the partial deliveries within the agreed period or within a reasonable period, we shall be entitled to either demand payment for the partial delivery in question or for all of the still outstanding deliveries and to store the goods at the customer's cost and risk if acceptance is refused.

5. **Passing of Risk**

- 5.1. Risk shall pass to the customer when the goods leave our plant or, in the case of deliveries to the customer franco domicile, when they are received by the customer.
- 5.2. If dispatch is delayed due to reasons for which we are not responsible, risk shall pass in every case to the customer at the time of readiness for dispatch.

6. **Tools and Molds**

- 6.1. Tools and molds, including accessories which are not made available to us by the customer, shall remain our property even if the customer paid all or part of the costs for their production. However, we shall give an undertaking not to use tools and molds in this case for third parties without the approval of the customer. We shall also be obliged to store these tools and molds properly, and to maintain them accordingly.

7. **Warranty and Liability**

- 7.1. Defects in the delivered goods shall be notified without delay, but at least within eight days from the date of delivery or - if the defects are concealed and cannot be ascertained even after thorough examination - as soon as they are discovered. Otherwise, the delivery shall be deemed to have been approved.
- 7.2. We shall only provide a warranty for the ordered material quality and processing in conformity with the drawing. Other properties shall only be deemed to have been assured if we have expressly designated them as assured. We shall assume no warranty for the suitability of the delivered parts for the utilization purposes intended by the customer. Approval of reference samples by the customer shall exclude any subsequent complaint provided the delivered parts agree with the approved samples.
- 7.3. If the complaint proves to be justified, we shall be entitled to either make a replacement delivery free of charge or carry our rework at our plant or reimburse the customer for the loss in value. The customer shall not be entitled to assert any other claims. In particular, our liability for damage that was not caused by the delivered part (consequential damage) shall be excluded.
- 7.4. All warranty claims by the customer shall become statute-barred one year after delivery. The warranty shall expire prematurely if the customer or third parties carry out unauthorized changes or repairs. The warranty period for parts we have replaced or repaired shall recommence from the date of delivery.

8. Further Liability

All rights and claims by the customer not expressly recognized in these General Terms and Conditions shall be excluded to the extent permitted by law. In particular, liability for auxiliary persons shall also be excluded.

9. Industrial Property Rights

If we have to make deliveries based on the customer's drawings, samples or models, the customer shall guarantee that no industrial property rights of third parties are infringed as a result of the production and delivery of the goods. The customer shall indemnify and hold us harmless if these claims are enforced against our company.

10. Applicable Law and Place of Jurisdiction

10.1. German law shall apply solely to the exclusion of the UN Convention on the International Sale of Goods (CISG). Application of the Vienna Convention on Contracts for the International Sale of Goods shall be excluded.

10.2. **The sole place of jurisdiction shall be the head office of TGW GmbH, DE-79312 Emmendingen (Freiburg i.Br.).**