

# General Terms and Conditions of Contract of ILE Industrie Lackierung Eisenbart GmbH & Co KG

## I. Applicability of our General Terms and Conditions (GTC)

Our terms and conditions apply exclusively in business transactions with entrepreneurs, public corporations, and publicly owned special assets. We do not recognize any terms and conditions of the customer that conflict with or deviate from our terms and conditions, unless we have expressly agreed to their validity in writing.

Our terms and conditions also apply if we unreservedly perform the service to the customer, knowing that the customer's conditions conflict with or deviate from our terms and conditions. They also apply to all future services, even if not separately agreed upon.

All agreements made between us and the customer for the execution of this contract are set out in this contract in writing. Oral commitments made before the conclusion of the contract are replaced by the written contract. We provide the service specified in detail under the following printed conditions.

## II. Offer, Offer Documents, Conclusion of Contract

1. Our offers are non-binding.
2. If the customer requests a binding price, a written specified offer, marked as binding, is required. We are bound to this offer for four weeks, unless a shorter binding period is agreed upon.
3. Only the managing director and authorized signatory are entitled to make offers and conclude contracts, including changes, in oral form.
4. To comply with the written form, telecommunication transmission, especially by fax or email, is sufficient, provided that a copy of the signed declaration is transmitted.
5. Our information about the scope of the service (e.g., weights, dimensions, utility values, load-bearing capacity, tolerances, and technical data) as well as our representations of the same (e.g., drawings and illustrations) are only approximate, unless an exact match is required for the contractually intended purpose.
6. Our information does not constitute guaranteed quality features but descriptions or designations of the service. Commercial deviations and deviations resulting from legal regulations or technical improvements, as well as the substitution of materials with equivalent parts, are permissible as long as they do not impair the service's usability for the contractually intended purpose.
7. We retain ownership or copyright to all offers and cost estimates as well as drawings, illustrations, calculations, brochures, catalogs, models, tools, and other documents and aids provided to our customers. Our customers may not make these items accessible to third parties or disclose them, use them themselves or through third parties, or reproduce them without our express consent. They must be returned to us in full upon request and any copies made must be destroyed if they are no longer needed in the proper course of business or if negotiations do not lead to the conclusion of a contract. This does not apply to the electronic storage of data provided for the purpose of normal data backup.

## III. Prices, Payment Terms

1. Our prices apply to the scope of services listed in the order confirmations. Additional or special services will be billed separately. Prices are in EURO ex works, plus packaging, the statutory value-added tax, customs for export deliveries, as well as fees and other public charges.
2. We reserve the right to change our prices if significant cost reductions or cost increases occur, especially due to price developments beyond our control (e.g., transport costs, material or manufacturing costs of our suppliers, etc.). We will provide proof upon request.
3. Agreements on cash discounts or rebates are valid only if they are agreed upon in writing. 4. The agreed price is due for payment immediately upon delivery or acceptance of the order and the submission of the invoice. Deviations must be agreed upon in writing.
5. We accept checks and bills of exchange only on account of performance; the customer bears the discount and costs.
6. The customer may only set off our claims if his counterclaims have been legally established, are undisputed, or have been acknowledged by us in writing. In addition, the customer is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.
7. We are entitled to provide outstanding services only against advance payment or provision of security if circumstances become known to us after the conclusion of the contract that significantly reduce the customer's creditworthiness and jeopardize the payment of our outstanding claims from the respective contractual relationship (including other individual orders for which the same framework contract applies).
8. In the event of a justified notice of defects, the customer may only withhold payments to the extent that they are in reasonable proportion to the defects that have occurred.

#### **IV. Delivery, Completion, Acceptance, and Performance**

1. Our completion dates are generally only approximate and non-binding. They are only binding if they are expressly designated as such in writing. The beginning of the delivery or completion date specified by us presupposes the clarification of all technical issues. If shipping has been agreed upon, delivery times and delivery dates refer to the time of handover to the carrier, freight forwarder, or other third party entrusted with transport. If the scope of the order changes or expands compared to the original order, we must immediately specify a new completion date for the customer, giving reasons.
2. Acts of God, such as storms, fires, floods, or other environmental damage, or operational disruptions due to a lack of energy, delays in the delivery of essential components and other materials, import difficulties, operational and traffic disruptions, strikes, lockouts, which temporarily prevent us, without our own fault, from completing the service by the agreed date, extend the deadlines and periods mentioned above by the duration of the performance disruptions caused by these circumstances. We must notify the customer immediately upon becoming aware of the event. If we cannot perform even after a reasonable extension, both the customer and we are entitled to withdraw from the contract. Claims for damages by the customer are excluded.
3. If the customer wishes to collect and deliver the order item, this is done at his own cost and risk.
4. Acceptance of the services by the customer takes place at our premises unless otherwise agreed.
5. The customer is obligated to pick up the  
order item within one week of receiving notice of completion. For work that is completed within one working day, the collection period is reduced to two working days.

6. In the event of a delay in acceptance, we may charge the customary storage fee. At our discretion, the object of the order can also be stored elsewhere. The costs and risks of storage are fully borne by the client.

7. We are entitled to partial services if the partial performance can be used by the customer for the intended purpose of the contract, the completion of the remaining work is ensured, and the customer does not incur a significant additional expense or additional costs.

8. If we are in default with a service or if a service becomes impossible for us, our liability for damages is limited in accordance with Section VI of these General Terms and Conditions.

#### **V. Warranty, Material Defects**

1. The warranty period is one year from acceptance. This period does not apply to claims for damages by the customer due to an injury to life, body, health, or due to intentional or grossly negligent breaches of duty on our part or our vicarious agents, which become statute-barred according to statutory regulations.

2. Our services must be carefully inspected by the customer or the third party specified by him immediately after delivery or acceptance. They are considered approved with respect to obvious defects if we do not receive a written notice of defects within seven working days of delivery. With regard to other defects, our services are considered approved if the notice of defects is not received by us within seven working days of the time the defect became apparent; if the defect was already recognizable to the customer during normal use at an earlier time, this earlier point in time is decisive for the start of the notice period.

3. In the case of a justified notice of defects, we are only obligated to pay the costs of the most economical shipping method; this does not apply if the costs increase because the object of the order is located in a place other than the place of normal use.

4. In the case of material defects, we are obliged and authorized to rectify and correct the defects. In the event of a failure, i.e., impossibility, unreasonableness, refusal, or unreasonable delay in the rectification, our customer may reduce the remuneration appropriately.

5. If a defect is based on our fault, our customer can demand damages under the conditions of Section VI.

#### **VI. Overall Liability**

1. Our liability, regardless of the legal basis, in particular for impossibility, delay, defective or incorrect performance, breach of contract, breach of duties during contract negotiations, and unlawful acts, is limited in the event of negligence, as follows:

2. We are not liable in cases of ordinary negligence by our agents, legal representatives, employees, or other vicarious agents unless it is a breach of material contractual obligations.

3. To the extent that we are liable for damages in cases of simple negligence, our liability is limited to damages that our customer has foreseen as a possible consequence of a breach of contract or should have foreseen by applying due diligence under normal circumstances. Indirect damages and consequential damages resulting from defects in our services are only eligible for compensation to the extent that such damages are typically expected when our services are used as intended.

4. In the case of liability for simple negligence, our obligation to pay compensation for property damage and any resulting further financial losses is limited to an amount of EUR ##### per damage event (corresponding to the current coverage amount of our product liability insurance or liability insurance).

5. The above exclusions and limitations of liability also apply to our liability for our agents, legal representatives, employees, and other vicarious agents.

6. Insofar as we provide technical information or act in an advisory capacity and this information or advice does not belong to the contractually owed scope of services, it is provided free of charge and excludes any liability.

7. The above limitations of liability do not apply to our liability for intentional conduct, guaranteed quality features, injury to life, body, or health, or under the Product Liability Act.

#### **VII. Retention of Title, Utilization, Obligations to Third Parties**

We reserve ownership of incorporated parts, accessories, and materials until the full payment of all claims arising from the business relationship with the customer is finally received. In the case of an ongoing current account relationship, the reservation relates to the recognized balance.

#### **VIII. Extended Lien**

1. We are entitled to a contractual lien on the items that have come into our possession based on the order.

2. The contractual lien can also be asserted for claims arising from work previously carried out, deliveries of spare parts, and other services, insofar as they are related to the order item. For other claims arising from the business relationship, the contractual lien only applies to the extent that they are undisputed or there is a final and binding title, and the object of the order belongs to our customer.

#### **IX. Jurisdiction, Miscellaneous**

1. The law of the Federal Republic of Germany applies exclusively.

2. The exclusive place of jurisdiction for all disputes arising from this contract is our place of business, including bills of exchange and checks.

3. If the contract or these General Contractual Terms contain regulatory gaps, those legally effective regulations are deemed to be agreed that the contracting parties would have agreed to achieve the economic objectives of the contract and the purpose of these General Terms and Conditions if they had known of the regulatory gaps.

Note:

We store data from the contractual relationship in accordance with § 28 of the Federal Data Protection Act for the purpose of data processing and reserve the right to transmit the data to third parties (e.g., insurance companies) to the extent necessary for contract fulfillment.