

## 1. General / conclusion of contract

- a) We as ae group only conclude delivery contracts subject to the following conditions. Ae does not recognize deviating terms and conditions of the customer, unless these are purchasing terms and conditions according to the recommendation of the Association of the German Automobile Industry e.V. (VDA) for general terms and conditions for the purchase of production material and spare parts intended for the automobile in the version of 15.09.2015 and ae group would have expressly agreed to their validity in writing.
- b) Our offers are generally non-binding. The mutual written declarations (written form only, not text form) are decisive for the scope of the delivery of the service. Subsequent changes and additions must be made in writing.
- c) We are entitled to assign the claims from our business relationships.

## 2. Prices

- a) Our prices are ex works excluding packaging and VAT.
- b) If the costs for ae group change significantly after the conclusion of the contract, the contracting parties are obliged to immediately agree on an adjustment of the prices. Unless otherwise expressly agreed, ae group is entitled to charge the price valid on the day of acceptance of our offer based on the applicable year for agreed delivery dates of more than 4 weeks after the conclusion of the contract.
- c) In the event that after the conclusion of the contract the net purchase prices to be paid by the contractor for the contractual materials should rise or fall at the time of their delivery, each of the two contracting parties has the right to request the other to enter into additional negotiations, with the aim of bringing about an appropriate adjustment of the contractually agreed prices for the contractual materials concerned to the current delivery prices by agreement.

## 3. Delivery and acceptance obligations

- a) Delivery periods begin as soon as all execution details have been clarified and the customer has met all requirements. Unless otherwise agreed, the delivery day is the day of dispatch. However, if the dispatch is delayed through no fault of ours, the day on which it is made available is deemed the delivery day. Part deliveries are permitted.
- b) If we are prevented from delivering on time due to force majeure or due to unforeseeable circumstances for which we are not responsible, such as official measures, pandemics, riots or lack of deliveries by our suppliers, the delivery period will be extended by the duration of the disability. If the hindrance lasts longer than three months, we can withdraw from the part of the contract that has not yet been fulfilled, excluding claims for damages and further liability claims. The burden of proof lies with the contractual partner who invokes force majeure, immediately notifies the other party of any delivery bottlenecks due to force majeure and proves the connection between this and damage.
- c) If we fall into arrears, claims for damages instead of performance in the case of our slight or simple negligence are limited to the foreseeable damage typical for the contract.
- d) In the case of call-off orders without an agreement of duration, batch sizes and acceptance dates, we can, unless otherwise agreed in writing, request a binding stipulation no later than three months after the order confirmation. If the customer does not comply with this request immediately, we are entitled to set a grace period at our discretion and, after its expiry, to withdraw from the contract and to claim damages.
- e) If the customer wishes the necessary tests to be carried out by us, the type and scope of the tests must be agreed in writing. If this does not happen at the latest when the contract is concluded, the costs will be borne by the customer.
- f) If a delivery is to be made on the basis of a sample created by us, the customer must inspect and approve this sample in our factory immediately after reporting that the sample has been completed. If approval is not given despite setting a reasonable grace period for reasons for which the customer is responsible, we are entitled to send the sample or to store it at the customer's expense and risk; the pattern is therefore considered approved.

## 4. Packaging and dispatch, transfer of risk, default by the customer and obligations

- a) The customer is responsible for the packaging of the goods. The customer must ensure that the selected packaging has no negative impact to the cleanliness of the products. The goods are dispatched - even in the case of partial deliveries - for the account and at the risk of the customer. This also applies if we assume the freight costs in individual cases. The risk is transferred to the customer when the goods are handed over to the carrier / forwarder.
- b) Freight costs are not advanced. The transport is carried out by a freight forwarder / carrier of the choice of ae, without any obligation for cheapest shipping. By choosing the forwarder / carrier, ae does not assume any risk for the transport.
- c) For goods that are delivered at ae's expense, the transfer of risk from ae to the customer takes place at the time of handover to the carrier.
- d) When exporting the purchased goods, the customer is obliged to obtain all documents required for the export (e.g. export and customs permits, etc.) at his own expense. ae is not liable for the legal admissibility of the export of the goods or their compliance with the legal and technical regulations of the importing country. Furthermore, ae is not liable for the fact that the goods correspond to the technical standard in the importing country.

## 5. Delay in delivery

Claims for damages by the customer due to delay are excluded, unless their representatives or vicarious agents are guilty of intent or gross negligence. In any case, claims for damages are limited to the amount of damage typical for the contract.

## 6. Dimensions, weights and delivery quantities

- a) The DIN and EN standards apply to compliance with the dimensions. We also state dimensions and weights in our offers and order confirmations to the best of our knowledge. However, they are not guarantees of quality. Minor deviations, in particular excess or underweight due to foundry technology, do not entitle the customer to complaints and claims for defects, unless otherwise agreed.
- b) Compared to the order quantity, an excess or short delivery of up to 10% is permissible for series production due to the special features of the metal casting process.

### **7. Liability for material defects**

Unless otherwise agreed in individual cases, ae is liable for material defects in new, used and refurbished products within four months of delivery of the object of purchase in accordance with the following provisions:

- a) The point in time of the transfer of risk is decisive for the contractual condition of the goods.
- b) Within the liability period in the first eight weeks after delivery of the object of purchase, the customer can request supplementary performance or the removal of defects from ae if there is a defect in the goods for which we are responsible.
- c) Defects in the delivery must be reported by the customer immediately in writing as soon as they are discovered in the normal course of business.
- d) All of our specifications are only service descriptions and not guarantees, unless otherwise agreed.
- e) Claims due to material defects do not arise if the defect is due to a violation of operating, maintenance or installation regulations, unsuitable or improper use, incorrect or negligent treatment, natural wear and tear by the customer or improper interventions in the object of purchase is due. The requirements of the sender country also apply.

### **8. Payment terms**

- a) Invoices for amounts due must be paid free of charge within thirty days of the invoice date without deduction (date of receipt). Bills of exchange and checks are only accepted - if at all - on account of performance. Exchange and check costs are borne by the customer.
- b) Costs for workpiece-related models and production facilities must always be paid in advance, unless otherwise agreed. If the customer deducts the manufacturing equipment, an additional 50% of the original amount is to be reimbursed by the customer, which is to be paid in compensation for the engineering (know-how) available in the tools.
- c) If the customer is in default of payment, we are entitled to charge default interest of 8% above the base rate p. a. to calculate.

### **9. Retention of title**

ae retains ownership of all goods delivered by it until they have been paid for in full; all deliveries are considered to be a coherent delivery transaction. In the case of a running account, the reserved property is used as security for ae's balance claim. If the customer combines the goods with other items to form a uniform item and if the other item is to be regarded as the main item, the customer already now transfers proportional co-ownership to ae insofar as the main item belongs to him. If the customer resells the delivered goods as intended, he hereby assigns the claims arising from the sale against his customers with all ancillary rights to ae until all of their claims have been settled in full. If there is a justified reason (e.g. default in payment), the customer is obliged, at ae's request, to disclose the assignment to third-party buyers and to provide ae with all information and documents required to assert their rights. ae will release the securities it holds insofar as their value exceeds the claims to be secured by more than a total of 20%.

### **10. Compensation for tool costs**

Unless the transfer of ownership of tools that are specially manufactured or procured by ae for the manufacture of the goods to be delivered to the customer has not been expressly agreed in writing, these tools remain the property of ae. Even if the manufacturing costs for these tools are fully reimbursed, the customer does not acquire the right to transfer ownership of the tools themselves.

### **11. Compensation for Damages**

- a) The assertion of damages or reimbursement of expenses (hereinafter "damages") due to defects in the delivered goods (claims for defects) is excluded if we are unable to perform subsequent performance for reasons beyond our control. The assertion of damages for defects and for consequential damages based on the delivery of defective goods generally presupposes that we have caused the defect intentionally, through gross negligence or through a negligent breach of duty, unless otherwise agreed. The same applies to the assertion of damages for a breach of a durability guarantee issued by us or for us (Section 443 (2) BGB).
- b) Otherwise, claims for damages and claims for reimbursement of expenses ("claims for damages") by the customer, regardless of the legal reasons, in particular due to breach of obligations arising from and in connection with the contractual obligation, due to negligence prior to or upon conclusion of the contract and from tort. This does not apply to claims according to §§ 1, 4 of the Product Liability Act, in cases of wilful intent or gross negligence, in the event of injury to life, physical injury or damage to health, due to the assumption of a guarantee for the existence of a quality (quality guarantee) or in the case of our negligent serious breach of duty. In no case are we liable beyond the legal claims. In the case of our simple negligence, our liability is limited to the foreseeable and typical damage. Changes in the burden of proof are not associated with these regulations in paragraphs a) and b).
- c) As far as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, employees, representatives and vicarious agents.
- d) If we assume the contractual obligation to examine our products for the presence of certain properties and properties, we are liable for damage that can be attributed to the fact that we have not observed the customer's test instructions.

### **12. Place of performance and jurisdiction, applicable law**

The place of jurisdiction is the seat of the company with which the customer concludes the contract and insofar as the customer is a merchant; this also applies to bills of exchange and checks. However, we are entitled to sue the customer at his seat. The contractual relationships are exclusively subject to German law, in particular the German Civil Code and the Commercial Code. The application of the UN sales law (Uncitral / CISG) is excluded.