



February 2023

1 Application

1.1 These General Terms and Conditions of Sale shall apply to all our business relations with our customers ("Buyer/Purchaser"). The General Terms and Conditions of Sale apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 German Civil Code). They are an integral part of all contracts which we conclude with the purchasers for the deliveries or services offered by us. They shall also apply to all future deliveries, services or offers to the buyers, even if they are not separately agreed again.

1.2 These General Terms and Conditions of Sale shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing. These terms and conditions of sale shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.

1.3 Legally relevant declarations and notifications by the buyer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these General Terms and Conditions of Sale includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in the case of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

2 Offer, Acceptance

2.1 Our offers are subject to change and non-binding. This shall also apply if we have provided the purchaser with catalogues, technical documentation (e.g. drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve property rights and copyrights.

2.2 We can accept orders from the purchaser within two weeks of submission, unless the purchaser specifies a longer acceptance period. We are not obliged to accept orders from the customer.

2.3 Conclusion of a contract requires a written contractual declaration on our part. However, we reserve the right to accept an order from the customer by executing a delivery. Verbal agreements before and after conclusion of the contract are only binding if they are confirmed by us in writing. We are entitled to resell the goods to a third party between offer and acceptance.

3 Delivery period and delay in delivery

3.1 The delivery and performance dates stated by us are to be regarded as approximate and non-binding unless we expressly declare the binding nature of the dates in writing. The date of performance shall be deemed to have been met if, by the time of its expiry, the object of performance has left our works, has been handed over to the forwarding agent or notification has been given that the object of performance is ready for dispatch or has been completed.

3.2 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the Buyer of this without delay and at the same time notify the Buyer of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the buyer. Non-availability of the performance shall be deemed to exist, for example, in the event of late delivery by our supplier, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not obliged to procure in the individual case.

3.3 The rights of the Buyer pursuant to point 7 of these General Terms and Conditions of Sale and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

4 Delivery, passing of risk

4.1 Delivery shall be made ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the buyer's request and expense, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

4.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer at the latest upon handover. However, 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 as well as the risk of delay shall pass to the buyer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the



February 2023

shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. Handover or acceptance shall be deemed equivalent if the buyer is in default of acceptance.

4.3 If the buyer is in default of acceptance of the performance or delays the dispatch or collection of the performance, we shall be entitled to charge the buyer storage costs and any other costs in connection with the storage of the performance item during the default at the usual rate.

4.4 We are entitled to make partial deliveries or partial performance of the agreed object of performance. The buyer is obliged to accept this.

5 Prices, Payment

5.1 Unless otherwise agreed in writing, our prices are ex works excluding packaging and plus the statutory value added tax valid on the day of invoicing. Costs of packaging shall be invoiced separately. Further costs for agreed transport, insurance, customs duties, etc. shall be borne by the buyer. Invoice amounts are due net within 30 days from the invoice date, unless otherwise agreed in writing. Payment periods stated on the order confirmation or invoice, in particular also for the calculation of the period for cash discount deductions, shall commence on the invoice date.

Agreed cash discounts are only permissible if the customer is not in arrears with the payment of invoice amounts already due from the business relationship.

5.2 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.

5.3 In the event of default in payment on the part of the customer, we shall be entitled to demand interest in the amount of 9% percentage points above the respective base interest rate p. a. Further claims which have arisen as a result of the purchaser's default shall remain unaffected by this.

5.4 The purchaser may only offset or assert a right of retention with such claims that are undisputed or have been legally established or originate from the same contractual relationship as claims of the seller.

5.5 If it becomes apparent after the conclusion of the contract (e.g. by filing for insolvency proceedings) that our claim to the purchase price is jeopardized by the buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 German Civil

Code). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare withdrawal immediately; the statutory regulations on the dispensability of setting a deadline remain unaffected.

6 Retention of Title

6.1 We retain title to the goods until receipt of all payments in full. In case of breach of contract by the purchaser including, without limitation, default in payment, we are entitled to take possession of the goods.

6.2 The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The buyer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. seizures) have access to the goods belonging to us.

6.3 In the event of conduct by the buyer in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; we are rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the buyer does not pay the purchase price due, we may only assert these rights if we have previously set the buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

6.4 Until revoked below (c), the Buyer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

6.4.1 The retention of title extends to the products resulting from the processing, mixing or combining of our goods at their full value, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods delivered under retention of title.

6.4.2 The buyer hereby assigns to us as security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the buyer mentioned in paragraph 2



February 2023

shall also apply with regard to the assigned claims.

6.4.3 The buyer remains authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the buyer meets his payment obligations towards us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right pursuant to para. 3. If this is the case, however, we may demand that the buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we are entitled to revoke the buyer's authorization to further sell and process the goods subject to retention of title.

6.4.4 If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the buyer's request.

7 Liability, Warranty

7.1 The buyer is obliged to inspect the object of performance for defects immediately upon handover and to give notice of defects accordingly. The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below. In all cases, the special statutory provisions on the reimbursement of expenses in the case of final delivery of newly manufactured goods to a consumer (supplier's recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u German Civil Code) shall remain unaffected, unless an equivalent compensation has been agreed, e.g. within the scope of a quality assurance agreement.

7.2 The basis of our liability for defects is above all the agreement reached on the quality and the presumed use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by us (in particular in catalogues or on our Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on quality in this sense. Insofar as the quality was not agreed, it shall be assessed in accordance with the statutory regulation whether a defect exists or not (§ 434 para. 3 German Civil Code). Public statements made by the manufacturer or on his behalf, in particular in advertising or on the label of the goods, take precedence over statements made by other third parties.

7.3 As a matter of principle, we shall not be liable for

defects of which the buyer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 German Civil Code). Furthermore, the buyer's claims for defects presuppose that he has fulfilled his statutory duties of inspection and notification (§§ 377, 381 HGB). In the case of building materials and other goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this in writing without delay. In any case, obvious defects must be notified to us in writing within 3 working days of delivery and defects which are not recognisable during the inspection must be notified to us within the same period of time after discovery. If the purchaser fails to carry out the proper inspection and/or give notice of defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for incorporation, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, there shall in particular be no claims by the buyer for reimbursement of corresponding costs ("removal and incorporation costs").

7.4 We are entitled to make the subsequent performance owed dependent on the buyer paying the purchase price due. However, the buyer is entitled to retain a reasonable part of the purchase price in relation to the defect.

7.5 The buyer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the buyer shall return the defective item to us at our request in accordance with the statutory provisions; however, the buyer shall not have a claim for return. Subsequent performance shall not include the dismantling, removal or disassembly of the defective item or the installation, fitting or assembly of a defect-free item if we were not originally obliged to perform these services; claims of the buyer for reimbursement of corresponding costs ("dismantling and assembly costs") shall remain unaffected.

7.6 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with the



February 2023

statutory provisions and these General Terms and Conditions of Sale if a defect is actually present. Otherwise, we may demand reimbursement from the buyer of the costs arising from the unjustified request to remedy the defect if the buyer knew or was negligent in not knowing that there was actually no defect.

7.7 In urgent cases, e.g. if operational safety is endangered or to prevent disproportionate damage, the Buyer shall have the right to remedy the defect itself and to demand reimbursement from us of the expenses objectively necessary for this purpose. We are to be informed immediately of such self-execution, if possible in advance. The right of self-execution does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

7.8 If a reasonable period to be set by the buyer for subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the buyer may withdraw from the purchase contract or reduce the purchase price according to the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.

7.9 Claims of the buyer for damages or reimbursement of futile expenses shall also exist in the case of defects only in accordance with point 8 of these General Terms and Conditions of Sale and are otherwise excluded.

8 Other liability

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

8.2 We shall only be liable for damages - irrespective of the legal grounds - within the scope of culpability in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in own affairs, insignificant breach of duty), for

8.2.1 for damages resulting from injury to life, body or health,

8.2.2 for damages arising from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the buyer regularly relies and may rely); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

8.3 The limitations of liability resulting from para. 2

shall also apply to third parties as well as to breaches of duty by persons (also in their favor) whose fault we are responsible for according to statutory provisions. They do not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the buyer under the Product Liability Act.

8.4 The buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the buyer (in particular according to §§ 650, 648 German Civil Code) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

9 Limitation

9.1 The limitation period for claims based on defects is one year from the statutory commencement of the limitation period. Deviating from this, the statutory limitation period shall apply

9.1.1 in the case of § 438 para. 1 no. 1 German Civil Code (third party rights in rem), in the case of recourse claims under § 478 para. 1 German Civil Code (entrepreneur's recourse), in the case of recourse claims under § 445 German Civil Code (supplier's recourse) and in the case of fraudulent intent;

9.1.2 for claims for damages due to intent or gross negligence, culpable injury to life, limb or health or liability under the Product Liability Act.

9.2 As a matter of principle, we shall provide rectification or replacement of the delivery as a gesture of goodwill and without acknowledgement of a legal obligation. An acknowledgement with the consequence of a new start of the limitation period shall only be deemed to exist if we expressly declare it to the customer.

9.3 For other claims of the customer against us, the regular limitation period shall be reduced to two years from the statutory commencement of the limitation period. This shall not apply to claims for damages in accordance with point 9.1.2, for which the statutory limitation period shall apply.

10 Confidentially

The buyer undertakes to treat all information that becomes accessible to him during the cooperation, both from a technical and commercial point of view, as confidential and to keep it secret from third parties or to exploit it himself in any way. The duty of confidentiality shall continue for an indefinite period after the end of the legal relationship. We reserve all industrial property rights and other intellectual

General Terms and Conditions of Sale of LUPA Präzisionsfedern GmbH



February 2023

property rights to all information made available to the buyer during the legal relationship.

11 Place of performance, jurisdiction, applicable law

11.1 Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be our registered office in 78739 Hardt.

11.2 These General Terms and Conditions of Sale and the contractual relationship between us and the Buyer shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

11.3 If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in 78739 Hardt. The same applies if the buyer is an entrepreneur as defined by § 14 German Civil Code. However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Sale or a prior individual agreement or at the general place of jurisdiction of the buyer. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

12 Severability clauses

Should individual provisions of the General Terms and Conditions of Sale be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions of the General Terms and Conditions of Sale shall not be affected thereby. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects most closely approximate the economic objective pursued by the contracting parties with the invalid or unenforceable provision. In the event of legally inadmissible provisions in the General Terms and Conditions of Sale or concluded contracts, the admissible legal provisions that come closest to the inadmissible agreements shall also apply without further agreement and consent of the parties.