

General Terms and Conditions of Sale for Business customers of Otto Ganter GmbH & Co. KG, Normteilefabrik, Furtwangen

1. Scope of application

- 1.1 These General Terms and Conditions of Business apply to all current and future offers, orders, deliveries and services (hereinafter: "**Services**") of Otto Ganter GmbH & Co. KG, Normteilefabrik (hereinafter: "**Ganter**").
- 1.2 These terms and conditions apply only to companies (as defined by §14 German Civil Code [BGB]), legal entities under public law and special funds under public law.
- 1.3 Any terms and conditions of our customers that contradict or deviate from our Terms and Conditions do not apply, even if we have not expressly objected to them. They do not become part of the contract even if orders are accepted and carried out without reservations.

2. Quotes and conclusion of a contract; purpose of Ganter's services

- 2.1 Quotes from Ganter are non-binding and valid for 30 days, unless expressly stated otherwise.
- 2.2 Ganter reserves the right to make modifications to the product with respect to design, color or in the technical field that expressly serve to improve its quality without prior announcement. Images published on the website may not be accurate in color, and other deviations are also possible.
- 2.3 When placing an order, the Customer makes a binding statement of its contract offer, which Ganter can accept within 14 days. The contract is concluded when the Customer receives the order confirmation. The order confirmation can be sent by post, fax, E-mail or in electronic form.
- 2.4 For orders placed with invoicing as method of payment, the order is accepted by sending an order confirmation or by delivering the goods.
- 2.5 For prepaid orders, orders are accepted by sending an invoice, which includes a request for payment.
- 2.6 For orders to be paid by PayPal, credit card, Giropay or immediate bank transfer, the orders accepted by requesting payment at checkout.
- 2.7 The scope and purpose of Ganter's services is determined according to order confirmation. The documents enclosed with the quotes, information on the website or brochures are only for the Customer's information.
- 2.8 If the Customer requests modifications or expansions of the order after concluding the contract, then the additional expenses incurred for this must be paid for separately. In this case, Ganter will issue a supplementary, non-binding price quote that is sent to the Customer in text form. The Customer can place its order based on this supplementary price quote by signing and returning it by post, fax or E-mail within 14 days. When placing an order, the Customer makes a binding statement of its supplementary contract offer, which Ganter can accept within one week. The contract for supplementary services requested by the Customer is concluded upon the Customer's receipt of order confirmation. The order confirmation can be sent by post, fax or E-mail.

3. Orders placed through the online shop: Order process; conclusion of a contract

- 3.1 By clicking on the button "Place your binding order", the Customer places a binding order for the goods in the shopping cart. The Customer will receive a confirmation of receipt of their order in an E-mail issued automatically immediately after their order has been received. This confirmation of receipt does not yet constitute a binding acceptance of the order.
- 3.2 The contract is concluded when the Customer receives the order confirmation by E-mail or when the goods are shipped.

4. Prices; payment conditions

- 4.1 Prices are net plus the legally applicable value added tax.
- 4.2 The prices mentioned in the order confirmation apply.
- 4.3 Payment of invoices is due within 30 days after receipt without delay, unless agreed upon otherwise in a specific case. If the Customer is late with payment, then the statutory provisions on late payment shall apply.
- 4.4 Ganter is entitled to demand advance payments proportionate to the services to be provided and the costs to be paid for fulfilling the order (costs of materials, external services, etc.). Ganter is entitled postpone the start of work until an advance payment has been received. The payments made in advance are deducted from the final invoice.

5. Prohibition of offsetting and of assignment of claims

- 5.1 The Customer only has a right of retention of title and to offset claims to the extent that its counterclaims are undisputed, have been finally adjudicated, have been recognized by Ganter or are based on warranty claims.
- 5.2 The Customer is not entitled to assign claims derived from the contract concluded with Ganter.

6. The Customer's obligation to cooperate

- 6.1 The Customer must support Ganter's services by active cooperation at all times.
- 6.2 At Ganter's request, the Customer shall promptly provide Ganter with the information required for the agreed services, especially information about the state-of-the-art technology relevant to the project, technical drawings, documents and data, as well as models and prototypes.
- 6.3 The Customer must accept responsibility for inaccurate or incomplete information and documents and their consequences for the development and production of the goods to the extent attributable to the Customer's individual specifications.
- 6.4 The Customer must notify Ganter promptly of changes to information or documents submitted to Ganter. Ganter shall check whether and at what conditions the customer's requests for changes can still be implemented, depending on the progress of the production of the goods, and shall make the customer a subsequent offer if necessary. The Customer is not entitled to have subsequently notified changes implemented.
- 6.5 If the Customer does not comply with its obligation to cooperate or does not comply in full, then Ganter will be released from its obligation to provide the services. This holds especially true if the specifications provided by the Customer are inaccurate or incomplete.

7. Delivery; transfer of risk; delivery periods

- 7.1 For orders placed in the online shop, the Customer receives a shipping notification stating the shipment reference number as soon as the goods (goods in storage) have left the logistics center.
- 7.2 Delivery is made FCA ("Free Carrier") Triberger Str. 9, 78120 Furtwangen Incoterms 2020. At the Customer's request, Ganter will ship to a different destination (sale to destination). Unless otherwise agreed, Ganter is entitled to determine the type of shipment (especially shipping companies, shipping routes and packing of the packaging material). The Customer pays the shipping and transport costs if not agreed otherwise in the specific case.
- 7.3 In the case of sale to destination, the risk of accidental destruction and accidental deterioration is transferred to the shipper, freight carrier or other person designated to carry out shipment on dispatch of the goods.
- 7.4 The delivery periods indicated in the order confirmation are non-binding, unless expressly specified otherwise in an individual case.
- 7.5 If circumstances for which it is not responsible temporarily prevent Ganter from making the due delivery in a timely manner – on an agreed delivery date or within an agreed delivery period – especially due to operational disruptions not attributable to Ganter, or due to strikes, lockouts, official orders and instances of force majeure, then Ganter is released from the obligation of performance for the duration of the disturbance and to the extent of its effects. The agreed delivery period is extended by the duration of the hindrance to delivery. If fulfilment of the order is delayed by more than three months, then both Ganter and the Customer shall be entitled to withdraw from the contract with respect to the affected delivery.

8. Warranty; damages in transport; limitation period

- 8.1 For delivery of goods and provision of services, the Customer's warranty claims are limited to the right to subsequent performance. If the subsequent performance is unsuccessful, then the Customer may, at its own discretion, demand a price reduction or withdraw from the contract.
- 8.2 The Customer is obligated to inspect the delivered goods promptly for defects and to indicate to Ganter any apparent defects in the goods delivered after delivery or appearance of the defect in text format (by E-mail or fax). § 377 German Commercial Code applies in all other respects.
- 8.3 If the Customer detects damages to the transport packaging (hereinafter: "**Transport damages**"), then the Customer must request the transport company to issue a certificate on delivery of the goods. The Customer must notify Ganter of transport damages that the Customer detects when unpackaging the goods in text format (by E-mail or fax).
- 8.4 If the Customer provides its own specifications as to material, design and method of performance, then Ganter produces the item delivered in accordance with the Customer's specifications. If Ganter produces according to the Customer's specifications, then Ganter does not accept any warranty for deficiencies derived from the Customer's

specifications, unless Ganter was aware that the Customer's specifications were incorrect. The Customer commits to release Ganter from liability for direct and indirect damages caused by its specifications.

- 8.5 The general limitation period for claims due to material defects and defects in title, with the exception of claims for compensation for damages is one year counting from the handover of the goods manufactured to the Customer, or, in the case of sale to destination, from handover to the shipper, freight carrier or other person designated to carry out shipment.

9. Retention of title

- 9.1 Ganter retains the ownership of the goods delivered and the tools manufactured (hereinafter: "**Retained Goods**") until complete settlement of all payable claims derived from the business relationship with the Customer.
- 9.2 The Customer may not pledge or assign as collateral the Retained Goods before complete payment of the secured claims. The Customer must notify Ganter promptly in writing if and to what extent any third parties seize the Retained Goods that are in Ganter's possession.
- 9.3 The Customer may resell the Retained Goods in the normal course of business. In this case, the Customer assigns its payable claims derived from resale of the Retained Goods to Ganter in the amount of the final invoice total agreed with Ganter; Ganter hereby accepts the assignment. This assignment is valid regardless of whether the Retained Goods have been resold without or after processing. The Customer remains entitled to collect receivables even after assignment. Ganter's authorization to collect the receivables itself remain unaffected by this. In spite of this, Ganter will not collect the receivables as long as the Customer meets its payment obligations to Ganter, is not late with payment and especially if no application to open bankruptcy proceedings has been made or if no suspension of payments is imminent.
- 9.4 If the Customer has resold the Retained Goods and is late with payment, or if an application for opening of bankruptcy proceedings is filed or suspension of payments is imminent, then Ganter may demand the Customer to inform it of the payable claims assigned as collateral derived from the resale of the Retained Goods and the debtors who are liable for these claims, hand over all information required to collect the payable claims, submit to Ganter the documents required for this and inform the debtor of the assignment.
- 9.5 If the value of the Retained Goods or the realizable value of the collateral provided to Ganter exceeds the payable claims to be secured by more than 10%, then Ganter shall be obligated to release the collateral. Ganter is responsible for the choice of collateral items to be released.

10. Tools; drawings

- 10.1 The tools produced for carrying out the Customer's orders are the property of Ganter. Ganter is not obligated to hand over the tools. Ganter shall conserve the tools for a period of two years after the final delivery to the Customer; if the Customer does not place any further orders after two years have elapsed for which the respective tool is required, then Ganter shall be entitled to destroy the tool in question.
- 10.2 The cost for tools produced according to the Customer's drawings or models are billed to the Customer on a pro-rated basis. Ganter reserves the right to use the tools for other purposes.
- 10.3 If Ganter produces goods according to the Customer's drawings, models or prototypes, then the Customer is responsible for ensuring that doing so does not infringe any third-party protective rights. In this respect, Ganter releases the Customer from any and all third-party claims. If Ganter is prohibited from manufacturing or delivering the goods by third parties due to a breach of third-party protective rights, then Ganter shall be entitled to cease work and demand compensation for its costs from the Customer without further examination of the circumstances and legal situation. In this case, the Customer is obligated to release Ganter from any third-party claims and to pay all costs necessary for defense against these claims in court and out of court, as well as supporting Ganter to the best of its abilities with the required information for defense against third-party claims.

11. Liability

- 11.1 Ganter is liable without limitation in accordance with statutory provisions in cases of injury to life, body or health, and it is liable pursuant to the German Product Liability Act, if it has assumed a quality guarantee, in the cases of deceitful concealment of defects and for damages due to willful intent or gross negligence.
- 11.2 Ganter is also liable in the event of grossly negligent breach of obligations in accordance with statutory provisions; only in the case of breach of a non-cardinal obligation is liability limited to the foreseeable damages typical of the contract that could be expected to arise.
- 11.3 In cases of minor negligence, Ganter only accepts liability to the extent that cardinal contractual obligations are infringed. In this case, the liability is limited to the foreseeable damages typical of the contract that could have been expected to arise.

- 11.4 In other respects, Ganter is released from liability.
- 11.5 Cardinal contractual obligations are any that make the proper implementation of the contract possible in the first place, and compliance with which the other contractual party may usually rely on.
- 11.6 The foregoing exclusions and limitations on liability also apply in favor of bodies, legal representatives and other agents of Ganter.

12. Confidentiality and data protection

- 12.1 Ganter is obligated to treat as confidential any personal and business data of the Customer that Ganter becomes aware of during its work for the Customer, unless the Customer has released Ganter from this obligation or there are legal obligation to disclose them, e.g., to authorities.
- 12.2 Ganter is obligated to treat as confidential and to use only for purposes of carrying out the order any knowledge of the Customer's business secrets and documents labeled as confidential obtained while carrying out the order – even after the order has been completed.
- 12.3 Ganter processes the Customer's data required to carry out the order in compliance with the applicable data protection provisions.

13. Legal venue and place of performance; applicable law

- 13.1 Place of performance, including supplementary performance, is Ganter's main office in Furtwangen.
- 13.2 The exclusive jurisdiction for all disputes derived from or related with the contract is Freiburg im Breisgau. Ganter is also entitled to assert claims at the Customer's place of general jurisdiction.
- 13.3 The law of the Federal Republic of Germany applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).