

**General Conditions of Sale Willi Hahn GmbH,
hereinafter referred to as „Wiha“
Latest revision July 2023**

1. General – scope of validity

1.1 Our General Terms and Conditions of Sale and Delivery as follows shall apply exclusively to all – including future – deliveries and services (hereinafter referred to only as deliveries), unless otherwise agreed in writing. We do not recognize the customer's conditions unless we have explicitly agreed to their validity in writing. Our General Terms and Conditions of Sale and Delivery shall also apply even if we carry out the delivery to the customer without reservation in the knowledge of the customer's terms and conditions.

1.2 All agreements made between us and the customer for the purpose of executing this contract must be recorded in writing. Verbal ancillary agreements must be confirmed in writing.

1.3 Our Terms and Conditions of Sale shall only apply to companies within the meaning of § 14 BGB (German Civil Code).

1.4 Our written quotation and, if we issue an order confirmation, our written order confirmation shall be decisive for the content and scope of deliveries and services.

1.5 Our Terms and Conditions of Sale shall also apply to all future business with the customer. The following terms and conditions of business shall take precedence over any terms and conditions of the customer which deviate in content. The customer's waiver of the validity of any terms and conditions of their own shall not be remedied by our silence or our performance. Any deviation from the following terms and conditions requires our written confirmation in each individual case.

1.6 It is the customer's responsibility to check whether our product and/or the materials used for it are suitable for the purpose specified by them. The quality of the goods shall be based exclusively on the agreed technical delivery specifications. If we have to deliver according to drawings, specifications, samples, etc. of our customer, the customer assumes the risk of suitability for the intended purpose. Decisive for the condition of the goods in accordance with the contract is the time of the transfer of risk in accordance with § 5.

1.7 Unless otherwise agreed, the production costs for samples and means of production (tools, molds, templates etc.) shall be invoiced separately from the goods to be delivered. This also applies to production equipment that must be replaced due to wear and tear.

If the customer suspends or terminates the cooperation during the production period of the samples or production equipment, all production costs incurred up to that point shall be borne by the customer.

Partial or full financing does not entitle the customer to any claim or entitlement to the production equipment itself; rather, we reserve unlimited rights of ownership and copyright exploitation. If, for any reason whatsoever, the ownership of the production equipment is nevertheless transferred to the customer, it is hereby agreed that the production equipment shall remain in our possession at least until the delivery contract has been completed, even if the customer has paid for it in full. Thereafter, the customer is entitled to demand the production equipment if an amicable agreement has been reached by the time of handover and the customer has fully complied with their contractual obligations and the protection of our expertise is sufficiently guaranteed. In order to protect our expertise, we reserve the right to regain full, unrestricted ownership of the production equipment by reimbursing the proportional book value of the initial production equipment. Customer-related means of production may only be used by us for supplies to third parties with the prior written consent of our customer. We treat manufacturing equipment made available to us by customers in a professional manner and repair any damage caused by us free of charge.

2. Offer – conclusion of contract – quotation documents

2.1 If the order is to be qualified as an offer according to § 145 BGB, we can accept it within 15 working days.

2.2 The illustrations, drawings, weights and dimensions belonging to our quotation are only approximate values, unless they are explicitly designated as binding. We reserve the property rights and copyrights to illustrations, drawings, calculations, models, cost estimates and other documents; they may not be made available to third parties or reproduced without our written consent. Upon request, these documents shall be returned to us free of charge. The prices quoted are subject to the proviso that the order data on which the quotation is based remain unchanged.

2.3 Products which are commissioned to us by the customer on the basis of drawings or samples are subject to the customer's obligation to check any third-party property rights and not to infringe them. If, in the event of non-observance of this obligation, a third party prohibits us from manufacturing the product on the basis of an industrial property right belonging to them or if the product cannot be used due to infringement of the industrial property right, we are entitled – without examining the legal situation and excluding all claims for damages by the customer for whatever legal reason – to suspend production and delivery until the facts of the case have been clarified and to demand damages from the customer, at least in the amount of 15% of the invoice value for the product ordered. The customer shall indemnify us already now on first demand against claims for damages and other claims for compensation by third parties, in particular by holders of rights. The scope of the damage also includes such costs incurred by us in defending ourselves against third-party claims.

3. Prices – terms of payment

3.1 Unless otherwise stated in our quotation or the order confirmation, our prices shall apply "ex works" of our supplying location, excluding packaging and the respectively valid value added tax; these shall be invoiced separately. The relevant date for the amount of the respectively valid value added tax is the date of invoicing.

3.2 The deduction of a discount requires a special written agreement.

3.3 Unless otherwise agreed, the purchase price shall be paid net (i.e. without deduction) within 30 days of the invoice date. Payments shall only be deemed made to the extent that we can freely dispose of them at our bank. We accept checks and bills of exchange only on account of payment; bank charges are borne by the customer; they are due immediately.

3.4 If the customer is in default of payment, we shall be entitled to demand interest from the due date at a rate of 9 percentage points above the base rate. If we have incurred a higher damage caused by default, we shall be entitled to claim this.

3.5 We reserve the right to adjust prices due to the uncertain purchase prices. If, after the expiry of 2 months after the price has been agreed, changes in the purchase prices (in particular raw material and material prices) occur and we are not responsible for these changes, we shall be entitled to adjust the price accordingly.

3.6 The agreed price is based on the expected (series) requirement indicated by the customer. If the quantity called off by the customer is more than 15% lower than the expected (series) requirement for more than 6 months, we are entitled to adjust the price accordingly. This also applies to the supply of spare parts after the series has been discontinued.

3.7 The customer shall only be entitled to offsetting and retention rights if their counterclaims have been legally established or are undisputed.

3.8 If there are doubts about the solvency of the customer, we reserve the right to demand advance payments or the provision of security. If it becomes known to us that the customer's property has been seized without success or if we receive information about the customer's financial collapse, we shall be entitled to withdraw from the contract, taking into account the expenses incurred.

4. Delivery time, in-stock disclaimer, partial delivery

4.1 The delivery period begins with the dispatch of the order confirmation, but not before all details of the order execution and technical questions have been clarified and an agreed down payment has been received. If we do not send an order confirmation in the case of a delivery call-off by the customer, the delivery period shall begin 10 working days after receipt of the delivery call-off. The delivery period is deemed to have been met if the goods are ready for dispatch by the deadline.

4.2 The contractual fulfillment of our delivery obligation requires the timely and proper fulfillment of the obligations of the customer. Change requests by the customer extend the delivery period until we have checked their feasibility and by the time necessary to implement the new specifications in production.

4.3 If, for reasons for which we are not responsible, we do not receive deliveries or services from our suppliers or subcontractors despite proper congruent coverage, e.g., despite a contractual agreement with the subcontractor before the contract is concluded with the customer according to which the customer's claim can be fulfilled in accordance with the contract with respect to quantity, quality and performance term, or if we do not receive deliveries promptly or if the deliveries we receive are incorrect, or if force majeure events occur, e.g., events that interfere with our performance capabilities for which we are not responsible with an unforeseeable duration of more than 14 days, then we will inform the customer of this promptly in writing. In this case, we are entitled to delay the delivery or service by the length of the hindrance or withdraw in whole or in part due to the part of the contract that has not been fulfilled, insofar as we have fulfilled our informational obligation as set forth above and have not taken on the purchasing or manufacturing risk. The following are considered equivalent to force majeure: Pandemics, strikes, lockouts, official interventions, energy and raw materials shortages, transportation bottlenecks for which we are not responsible, operating disruptions for which we are not responsible, such as fire, water and machine damage, and all other obstacles that were not culpably caused by us, based on an objective assessment.

4.4 If a binding delivery or service term or deadline has been agreed, and if events pursuant to the above paragraph 4.3 cause the agreed delivery or service term or deadline to be exceeded by more than four weeks, or if complying with the agreement would be objectively unreasonable for the customer (in the case of a non-binding delivery deadline), then the customer is entitled to withdraw from the contract with respect to the part of the contract that has not yet been fulfilled. In this case, the customer shall not be entitled to any further rights, in particular rights to claims for damages.

4.5 If dispatch is delayed as a result of circumstances for which we are not responsible, we shall charge at least 0.5% of the invoice amount of the stored delivery each month if the goods are stored in the factory of our supplying location.

4.6 Partial deliveries are permitted to a reasonable extent.

4.7 Insofar as the prerequisites in paragraph 3 are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.

5. Transfer of risk

5.1 The risk shall pass to the customer in accordance with the EXW of our supplying location (Incoterms 2020), even if we have exceptionally assumed other services, e.g. shipping costs or transport.

6. Packaging

6.1 Special agreements apply to the return of packaging.

7. Liability for defects

7.1 The customer's rights in respect of defects presuppose that they have properly fulfilled their obligations to inspect and give notice of defects in accordance with §377 HGB. If an acceptance of the goods or an initial sample test has been agreed, the notification of defects which the customer should have detected in the course of careful acceptance or initial sample test shall be excluded.

The customer shall only have statutory rights of recourse against us to the extent that the customer has not made any agreements with their customer which go beyond the statutory claims for defects.

7.2 We shall be given the opportunity to determine the defect for which notification has been made. Goods which are the subject of a complaint must be returned to us immediately upon request. We shall bear the transport costs if the notice of defect is justified. If the customer does not comply with these obligations or makes changes to the goods already complained about without our consent, they lose any claims for material defects.

7.3 Insofar as there is a defect in the purchased item, we shall be entitled, at our discretion, to subsequent performance in the form of rectification of the defect or delivery of a new item free of defects. In the case of rectification of defects, we shall bear the expenses only up to the amount of the purchase price.

7.4 If the subsequent performance fails, the customer shall be entitled to demand rescission or reduction of the purchase price at their discretion.

7.5 We shall be liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of intentional breach of contract, the liability for damages shall be limited to foreseeable, typically occurring damage.

7.6 We shall be liable in accordance with the statutory provisions if we culpably violate a material contractual obligation; in this case, however, liability for damages shall be limited to the foreseeable, typically occurring damage. We shall therefore not be liable for damage that has not occurred to the delivered goods themselves. Above all, we are not liable for lost profits or other financial losses of the customer.

7.7 Liability for culpable injury to life, body or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.

7.8 Unless otherwise regulated above, liability shall be excluded.

7.9 The limitation period for claims for defects shall be 12 months, calculated from the date of transfer of risk.

7.10 The infringement of third-party rights shall only constitute a defect if these industrial property rights exist in the Federal Republic of Germany. However, we shall not be liable if the parts were manufactured according to the customer's specifications, drawings, models or similar and we did not know or did not need to know that the manufacture of these parts infringes third-party rights.

8. General liability

8.1 Claims for damages – of whatever kind – against us are excluded if we, our legal representatives or vicarious agents, have caused the damage through simple negligence.

This exclusion of liability does not apply to physical injury, nor to the assumption of a contractual guarantee, nor to a breach of essential contractual obligations. Essential contractual obligations are those whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer regularly relies and may rely and whose violation endangers the achievement of the purpose of the contract. However, in the event of the assumption of a guarantee, our liability shall be limited to the scope of the guarantee and in the event of a simple negligent breach of essential contractual obligations to the foreseeable damage typical for the contract.

Claims pursuant to the Product Liability Act remain unaffected.

8.2 Claims for damages shall become statute-barred one year after the customer has become aware of the damage and their obligation to pay compensation or should have become aware of it without gross negligence. Claims under the Product Liability Act, for physical injury and for defects, remain unaffected by this.

9. Retention of title to delivery objects

9.1 We reserve title to the goods delivered until receipt of all payments and irrevocable crediting of accepted checks and bills of exchange from the business relationship with the customer. If a current account relationship exists, the retention of title shall extend to the acknowledged balance.

9.2 The customer shall be obliged to treat the goods subject to retention of title with care and to keep them in good condition; in particular, the customer shall be obliged to insure them adequately at their own expense against loss and damage at replacement value. The insurance policy and proof of payment of the premiums shall be presented to us upon request. The customer hereby assigns to us any claims arising from the insurance relationship with immediate effect, subject to the transfer of ownership to the customer.

9.3 Any processing and treatment of the reserved goods by the customer shall always be carried out for us as manufacturer within the meaning of § 950 BGB without any obligation on our part. The new object resulting from the treatment and processing shall be regarded as reserved goods within the meaning of these conditions. In the event that the reserved goods are combined and mixed with other goods by the customer, we shall acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used. If our ownership expires due to the combination or mixing with an item of the customer, which is to be regarded as the main item, the customer hereby assigns to us a pro rata co-ownership of the new item and keeps it in safe custody for us free of charge. The new item shall be deemed to be reserved goods within the meaning of these conditions.

9.4 The customer may only sell the reserved goods in the ordinary course of business. They hereby assign to us in advance and in full all claims against customers or third parties arising from the resale or further use on behalf of a customer.

9.5 The customer may not pledge the reserved goods, assign them as security or dispose of them in any other way.

They must inform us immediately in writing of any seizure, confiscation or other dispositions by third parties. The customer shall bear any costs arising from the defense against access, unless they can be recovered from the third party.

9.6 The customer shall be entitled to collect the claims assigned to us as long as they meet their payment obligations to us from the proceeds received. If they no longer meet their payment obligations, we may revoke the authority to resell and/or re-use the goods and demand that they inform us of the assigned claims and their debtors, notify them of the assignment to us and provide us with all information and documents necessary for collection. In the event of default of payment, we shall be entitled to take back the reserved goods and the customer shall be obliged to surrender them. In order to enable the surrender, the customer must tolerate the entering of their property. The taking back of goods subject to retention of title does not constitute a withdrawal from the contract. If we declare the withdrawal, we are entitled to sell the goods on the open market.

9.7 If the value of the securities existing for us exceeds our claims by more than 10% in total, we shall release our securities of our choice to this extent at the request of the customer.

9.8 In the event of seizure or other interventions by third parties, the customer shall notify us immediately in writing so that we can take legal action in accordance with § 771 ZPO (German Code of Civil Procedure). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of a lawsuit pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.

10. Place of jurisdiction – place of performance – choice of law

10.1 If the customer is a business person, our registered office shall be the place of jurisdiction; however, we shall also be entitled to sue the customer at the court of their place of residence.

10.2 The law of the Federal Republic of Germany shall apply exclusively; the validity of the UN Convention on Contracts for the International Sale of Goods and of intergovernmental agreements is excluded.