

General Terms and Conditions of Payment and Delivery

for Cutting, Punching and Forming Tools and Devices

WERKZEUGBAU
LAICHINGEN



General Terms and Conditions of Payment and Delivery for Cutting, Punching and Forming Tools and Device

1. General

- (1) Our deliveries and services are exclusively made on the basis of the following terms and conditions. Any differing, conflicting or additional purchaser general terms and conditions apply to any contract only if we have expressly agreed to the same. This applies even if we have made delivery without expressly rejecting the same. Any clause in purchaser orders with other effect is expressly rejected. Even if we deliver or confirm the order without expressly objecting to the same, this does not constitute our acceptance of the same, regardless of any provision to the contrary in the purchaser terms and conditions.
- (2) Likewise, we do not accept any purchaser nomenclature concerning quality assurance and other rules and regulations to which they must adhere, such as their customers' current and amended terms and conditions. We do not accept any purchaser's special right of termination nor any special right to inspect our documents. Purchasers also have no right to inspect our business premises nor to specify how we should run our work processes.
- (3) In particular, we will not associate ourselves with any statements identified as declarations made by us in any purchaser contractual terms and conditions. We do not make any assurances that go beyond the immediate scope of the specific contract and expressly object to any other purchaser terms and conditions. In particular, we will not provide any statements with respect to our subcontractors. We

do not accept any private regulations or foreign laws or any other codifications or laws.

- (4) In addition, the contracts we conclude with subcontractors related to the contractual deliveries to the purchaser are only relevant to the extent that our fulfilment of our contractual obligations is only possible under the terms of their general terms and conditions of business and particularly required conditions.
- (5) Purchaser claims arising from this contract can only be assigned with our written consent. We hereby expressly object to any prohibition of such assignment.

2. Offers, contracts

- (1) Orders are accepted only when we have confirmed them in writing. Otherwise, our offers are not binding. Any verbal orders, supplements, amendments, etc. require our written confirmation to take effect.
- (2) When purchasers place orders, these are binding offers to enter into a contract with us. Unless otherwise stated in the order, we have 2 weeks after receipt to accept or decline this offer. Acceptance can be made either in writing (e.g. with an order confirmation) or by delivery of the goods.
- (3) If the details in our order confirmation differ from those in the offer or the purchaser's order, those in our written confirmation shall apply unless the purchaser objects by no later than 10 days after sent.

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- (4) Subsequent changes to the confirmed order requested by purchasers shall apply only if we have confirmed them in writing and we have agreed on any necessary increase in the purchase price. We may change details to the goods ordered as long as they do not constitute a technical reduction.
- (5) If delivery is delayed due to purchaser change requests, this is at their expense. The same shall apply if purchasers fail to comply with their obligations to supply data required for the manufacture or configuration of the goods as agreed, in a timely manner, or if the data is defective and must be recalculated. If this results in a production standstill, purchasers shall reimburse us for the costs of downtime.
- (6) If the goods are to be serially produced or will be determined primarily by number, size, or weight, excess or short deliveries of 5% (10% for certain items) are accepted by the parties.
- (7) Dimensions, weights, illustrations, designations, and drawings are only binding if expressly confirmed in writing. We retain material and intellectual property rights to all illustrations, drawings, sketches, and other documents. They may not be disclosed to third parties without our consent and must be returned on request. Purchasers are responsible for ensuring that the drawings submitted are not in breach of any thirdparty rights. We are under no obligation to perform any checks with regard to possible third-party rights when making offers based on drawings submitted to us. If claims are nevertheless asserted against us, purchasers agree to indemnify and hold us harmless.
- (8) If it becomes apparent after the contract has been signed that our ability to collect the purchase price is at risk due to purchaser insufficient ability to make its payments (such as through the filing of a petition to open insolvency proceedings), we are entitled to

withhold the delivery of our goods and services in accordance with statutory provisions and to withdraw from the contract after the expiry of any applicable grace period (cf. §321 of the German Civil Code (BGB)). For contracts for the manufacture of custom items, we can declare such withdrawal immediately, with the statutory provisions waiving such grace periods unaffected.

3. Pricing

- (1) Prices are subject to change without notice and are quoted in euros, they are ex works, excluding packaging and transport. Assembly costs are not included in the price and will be charged on an hourly basis according to the applicable rates.
- (2) Deliveries are invoiced at the prices applicable on the day of delivery. Price lists are only binding to the extent that our order confirmation refers to them.
- (3) Additional purchaser requests made after the prototype is presented will be subject to an extra charge.
- (4) Price reductions are declined. In particular, reductions compared with previous orders or with regard to the prices proposed by us will be rejected. If purchaser makes a price reduction which does not match our express offer, we may withdraw from related contracts at any time. In this case, purchasers shall pay us damages for failure to pay the higher price offered by us.

4. Payment terms

- (1) Payments are to be made in cash without any deduction to our designated account, namely 40% when the order is placed, 40% when the prototype is delivered, and 20% as agreed.

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- (2) Our invoices are payable within 10 days after date of issue. Payment must be made so that the funds are at our disposal on the stated due date. If funds are not at our disposal by the stated due date, purchasers are automatically in default.
- (3) Bills of exchange and cheques are only accepted on account of payment. Purchaser shall bear the costs of discounting and collection.
- (4) If payments are deferred or made later than agreed, interest shall be charged for the meantime in the amount of the statutory default interest rate, but at least 9% p.a., without any special notice of default being required. If the statutory requirements for default are otherwise met, interest is also to be paid at the aforementioned interest rate.
- (5) Insofar as our claim for payment is endangered as a result of circumstances which result in a significant deterioration of the purchaser's assets, we are entitled to demand immediate payment, irrespective of the term of bills of exchange accepted on account of payment.
- (6) Purchaser repayment terms are not binding on us. In particular, we are entitled to apply payments against older accounts receivable from the purchaser, even if they stipulate otherwise. If costs and interest are incurred as a result of the purchaser's default, we are entitled to apply any payments received against the costs first, then against the interest, and then finally against the principal claim. We also reserve the right to apply payments in any manner we consider appropriate. If we do not accept purchaser repayment terms, we do not need to reject the payment, but can instead credit it to the purchaser's account at our own discretion. We are also entitled to apply payments against disputed or statute-barred claims, unless it has been legally established that they do not exist or are not enforceable.

- (7) The retention of payments or the offsetting of payments due to any disputed purchaser counterclaims are excluded, unless legally established or accepted by us.

5. Discounts

- (1) Discounts are only granted for prepayment or generally if we have agreed to a discount in the written order confirmation. Any discounts indicated in orders placed by purchasers do not apply even if we make delivery without expressly objecting to the same.
- (2) Discounts offered for payments within a certain timeframe are always calculated from our invoice date, even if the invoice is sent or received with a considerable delay. This applies even if the discount period has ended before the invoice was received.
- (3) Discounts only apply to payments that are at our disposal by the expiry of the discount period. If we accept a cheque as payment, three banking days are required to verify funds availability.
- (4) If the purchaser is in arrears with any payment, all discounts are forfeited for any order for as long as the purchaser remains in default.
- (5) Silent agreements on the extension of the discount period or any other changes to the discount rules are excluded. Even if we have not objected to previous practices, no entitlement to continue the same is created. Even if we do not object to an unauthorised cash discount deduction for a considerable period of time or for a considerable amount of deliveries, this only means that we are not claiming the full amount due for the time being and that we reserve the right to enforce our claim indefinitely.
- (6) Irrespective of other default provisions, a claim for subsequent payment due to unjustified cash

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discount deduction shall be deemed to be in default upon receipt of the reduced invoice amount.

- (7) Claims for subsequent payment of unjustified cash discount deductions are subject to the statute of limitations in accordance with the statutory provisions of the statute of limitations, with the only difference that the period of limitation is five years instead of three years.

6. Collateral

- (1) We are entitled to the usual collateral for our claims, even if they are conditional or limited in time. In particular, we may demand that the purchaser furnish a directly enforceable bank guarantee from a major German bank for the agreed price. If this bank guarantee is not provided within two weeks of our request, we are entitled to withdraw from the contract.
- (2) If, after conclusion of the contract, a deterioration of assets or any other impairment of performance occurs at the purchaser's end, or if such circumstances become known to us after conclusion of the contract, without their having remained unknown to us at the time of conclusion of the contract due to gross negligence, notwithstanding any other rights, we shall be entitled to demand collateral for all outstanding purchase price claims, irrespective of whether they are already due or not, or – insofar as collateral have already been provided – to demand further collateral. The total value of the collateral may not exceed the amount of outstanding receivables plus 20%.
- (3) The nature of the collateral we can demand is at our reasonable discretion. Purchasers irrevocably authorize us to obtain collateral in their name, either in writing or otherwise by their own declaration. We are authorized to make corresponding declarations,

our external relationship notwithstanding. This entitles us in particular to conclude contracts by which third parties obligate purchasers to conclude a guarantee agreement with us in their own name. We are exempt from the restrictions of §181 BGB. We are obliged to set up these guarantees in the purchasers' name in such a way that maintains their ability to make payments as far as possible. This authorisation entitles the holder to conclude legal transactions of all kinds, including the necessary enforcement operations, in an external relationship.

- (4) If we are obliged to make advance payment, we may, in the case of para. (2) above on the basis of the reservation of title agreed in §14, prohibit the resale and processing of the goods delivered and demand their return or the transfer of indirect possession of the delivered goods at the expense of the purchaser and revoke the collection authorisation under the conditions of §14(4). The purchaser authorises us to enter its premises and to repossess collect the goods previously delivered. The repossession of the goods constitutes a withdrawal from the contract only if expressly indicated in writing.
- (5) Paragraph (2) shall also apply if a company that is regarded in legal transactions as the authoritative credit assessment company classifies the purchaser's creditworthiness as significantly weaker than at the time of conclusion of the contract or if, from the point of view of such a company, there is a negative aspect, even if the reasons for the deterioration or the negative aspect were already present at the time of conclusion of the contract and were known to us.

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7. Delivery time

- (1) The delivery period shall commence as soon as all details of the execution have been clarified and both parties have agreed on all terms and conditions of the transaction related to completion of the manufacturing process. Their receipt presupposes the fulfilment of the purchaser's contractual obligations, in particular the timely delivery of drawings, models, aids, and the agreed terms of payment. Unforeseen events beyond our control such as operational disruptions, delayed deliveries from our subcontractors, technical difficulties, having our factory or that of a subcontractor shut down, etc. shall extend the delivery period accordingly, even if they occur during a possible delay in delivery. The resulting additional costs shall be borne by the purchaser. Partial deliveries are permissible.
- (2) Agreed delivery periods and deadlines shall be extended or postponed, without prejudice to our rights
- (1) arising from the purchaser's default, by the period by which the purchaser is in arrears with its obligations. Should the purchaser fall into default of acceptance or if it culpably breaches other duties of cooperation, we shall be entitled to demand compensation for the loss resulting to us in this respect, including any extra expenditure. In this case, the risk of accidental loss or accidental deterioration of the delivery item at the time, goes to the purchaser in that it is delaying taking delivery thereof.
- (2) If the purchaser defaults on one or more payments, we are entitled to suspend all deliveries to him, even if they are based on orders in which it is not in default with its obligations. It may only request further deliveries if it makes the payments for these

deliveries in advance. Under these circumstances, it cannot take an agreed discount.

- (3) If we are in default due to our own fault, the purchaser may claim compensation of up to ½ % of the price of the overdue delivery for each full week of the delay, but in no case more than 5% of the value of the overdue delivery. Any other claims for compensation are excluded unless the delay was caused by us intentionally or grossly negligently or unless the damage is caused by injury to life, limb or health or unless we are in default with a material contractual obligation. The occurrence of a delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the purchaser is required, even if a certain date is scheduled for delivery.

8. Risk transfer

- (1) Risk shall pass to the purchaser upon dispatch from the factory, even if freight-free delivery has been agreed. Transport insurance shall only be taken out at the instruction and expense of the purchaser.
- (2) If dispatch is delayed due to the fault of the purchaser, the risk shall pass to the purchaser from the day of readiness for dispatch.
- (3) We are entitled to take out insurance against all possible risks at the expense of the purchaser.
- (4) Shipping is at the expense and risk of the purchaser. We shall not be liable – not even in the case of freight paid delivery – for damages or losses during transport, unless the damage is based on the fact that we had acted contrary to the packaging or dispatch of one of the methods of dispatch or packaging promised by us in the order confirmation or otherwise in writing and at the same time a culpable violation of proper packaging or proper dispatch is to be seen therein.

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- (5) Insofar as the purchaser does not collect the delivery item from us, the delivery shall be deemed made by us or the carrier handing over the delivery item to a person at the purchaser's address who is willing to accept and countersign the delivery note, unless the accepting person is clearly not part of the purchaser's company and is also not entitled to accept it. Otherwise, acceptance and signature of the delivery note shall be deemed to be authority.

9. Default of Acceptance

If the purchaser is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the purchaser is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this we charge a flat-rate compensation of 5% of the delivery value per week or part thereof, starting with the notification of readiness for dispatch. After setting and expiry of a reasonable period of time, we shall also be entitled to dispose of the delivery item elsewhere and to make a subsequent delivery within a reasonable period of time. We can make the reason for the subsequent delivery dependent on the fact that the purchaser compensates for the damage caused to us as a result of the delay and will still be incurred.

10. Regulations for acceptance

Acceptance shall only take place if it has been expressly agreed.

11. Provisions

- (1) Order-related production facilities provided by the purchaser are to be sent to us free of charge. The conformity of the facilities with the contractual

specifications or drawings or samples handed over to us shall only be checked by us on the basis of express agreements. We are entitled to change production equipment provided by the purchaser if this appears necessary for the production of the delivery item in accordance with the contract.

- (2) The costs for the modification, maintenance and replacement of its production facilities shall be borne by the purchaser.
- (3) The production equipment is handled and stored by us with the care that we use in our own affairs. We are not liable for accidental loss or deterioration. The purchaser is not entitled to give instructions regarding the handling of the production equipment. We shall be entitled to return any production facilities of the purchaser that are no longer required by us at its expense and risk or, if the purchaser fails to comply with our request for collection within a reasonable period of time, to store them at normal costs and to destroy them after setting a reasonable deadline and warning.
- (4) Order-related production facilities, which are manufactured or procured by us on behalf of the purchaser, remain our property even if pro rata costs are charged. They are stored by us for a period of two years after the last delivery. We are not obliged to take out insurance. The purchaser is not entitled to any instruction regarding safe custody. Insofar as it has been agreed to the contrary that the purchaser becomes the owner of the facilities, ownership shall not pass to it until payment of the full price or share of the costs agreed upon with him. The handover of the facilities will be replaced by our obligation to keep records. The custody relationship can be terminated by the purchaser at the earliest two years after the transfer of ownership, unless there is an important reason. An early return by us,

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with the result that custody therefore ends, is possible at any time.

- (5) Insofar as we are the owners of the production equipment, we are not subject to any binding obligations of the purchaser. In accordance with the statutory provisions, we may freely dispose of our property insofar as we do not violate any mandatory contractual or legal positions.
- (6) The purchaser may only assert claims based on copyright or industrial property rights to the extent that it draws our attention to the existence of such rights and expressly reserves them.
- (7) If the use of a single-use production tool results in rejects, the purchaser shall either provide a new production tool or bear the costs of the replacement.

12. Liability for defects

- (1) We shall only be liable for faulty construction or defective workmanship for which we are to blame, and for material defects only in the case of material defects provided by is to the extent that we should have recognized the defect if we had used professional care.
- (2) In the case of manufacture according to the purchaser's drawing, we shall only be liable for execution in accordance with the drawing.
- (3) If we are entrusted with the solution of construction tasks, liability for defects can only be asserted if the purchaser proves that our product does not comply with the general state-of-the-art technology.
- (4) No liability for defects will be assumed after 12 months from the day of delivery.
- (5) The purchaser is obliged to check the delivery item for defects immediately after delivery. It must notify us immediately of any defects found. The complaint must be made in writing. Drivers or other employees

involved in delivery are not authorised to accept the complaint. Insofar as the purchaser informs us belatedly of a defect which it has recognised by immediate inspection or which it would have recognised by proper inspection, our liability for this defect is excluded.

- (6) The purchaser is not entitled to refuse acceptance of a delivery due to immaterial defects or due to a defect affecting only a part of the delivery. It shall also not be entitled to refuse or withhold payment of the purchase price attributable to the faultless part of the delivery.
- (7) Prior to delivery or collection, the purchaser has no special right to inspect the delivery item. It has no claim to control of production and other processes and is referred to the examination of the delivery item at handover in accordance with the statutory provisions.
- (8) Due to the liability for defects, the purchaser may only demand that useless parts be repaired free of charge or, at our option, be re-delivered.
- (9) Damage outside of the delivery item only justifies claims with intent, in the event of gross negligence on the part of our executive bodies or executive staff in case of culpable injury to life, limb or health, if we have fraudulently concealed a defect, in the case of a written guarantee promise given in the order confirmation, to the extent that liability is assumed in accordance with the Product Liability Act for personal injury or material damage to privately used objects. In the event of culpable breach of essential contractual obligations, we shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of slight negligence, in the latter case limited to the contractually typical, reasonably foreseeable damage, up to a maximum of the amount of the order value.

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- (10) The purchaser shall bear any costs incurred by us due to unjustified notification of defects.
- (11) We are not obliged to remedy defects as long as the purchaser does not fulfil its payment obligation.
- (12) Liability for defects shall lapse if the purchaser has carried out repair work without our consent.
- (13) Defects in the sense of the terms of delivery shall also include the absence of warranted characteristics.
- (14) The purchaser is responsible for ensuring that the delivery item ordered by him, insofar as it has been manufactured or configured according to its specifications, does not infringe any industrial property rights or copyrights due to its shape and the concrete nature of its use. It shall indemnify us from all claims of third parties asserted against us as a result of an infringement of property rights or copyrights. In the event of infringements of industrial property rights or copyrights in Germany, which are caused by our fault on the delivery item, we shall be given the opportunity to modify the delivery item in such a way that the infringement of rights is eliminated. Only if both the use in modified form and a reduction of the purchase price are unreasonable for the purchaser and we are not prepared or not able to make a further modification, can the purchaser withdraw from the contract.
- (15) Claims for damages on the part of the purchaser in connection with infringements of industrial property rights or copyrights are excluded unless we are charged with grossly negligent or intentional conduct. The purchaser is himself responsible for not committing any legal infringements by placing the delivery item on the market. Claims asserted against it by third parties can therefore only justify claims for damages against us if we are guilty of intent or if the infringements are our fault and the purchaser could not have recognised, even with

proper examination with expert support, that the use of the delivery item constitutes a copyright infringement. Claims for damages are – except in case of intent – limited to one and a half times the purchase price.

13. Regress

- (1) If the newly manufactured goods delivered by us to the purchaser have been resold to a consumer, the following additional provisions shall apply to the purchaser's claims for defects and the statutory provisions shall apply in all other respects.
- (2) The legal presumption that the defect already existed at the time of the transfer of risk to the purchaser (§478 (3), §476 BGB) shall also not apply if there is a period of more than six months between the transfer of risk to the purchaser and the transfer of risk to the purchaser's purchaser.
- (3) The purchaser's rights of subsequent performance shall apply subject to the following provision: the purchaser may demand from us the type of subsequent performance which it shall owe to its purchaser – taking into account the legal and contractual rights of refusal of the purchaser – in individual cases; we shall not be entitled to choose. The purchaser is entitled to assign this claim for subsequent performance to its purchaser, but only for the sake of performance and/or security, i.e. without prejudice to its own liability towards the purchaser. An assignment to fulfilment is ineffective. Our statutory right to refuse remedy remains unaffected.
- (4) If we agree with the purchaser to an equivalent compensation within the meaning of Article 478 Abs. 4 BGB, the claim for reimbursement of the expenses which it had to bear in relation to its purchaser (Article 478 Para. 2 BGB), is excluded.

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14. Contractual solution

- (1) The purchaser shall only have the right to withdraw from the contract prematurely if we have allowed a reasonable period of grace granted to it to have elapsed without result for the remedy of a defect for which it is responsible, or if in such a case the repair or delivery of a replacement part is impossible, or if the remedy of such a defect is refused by us. If, however, a contractual solution is nevertheless carried out by mutual agreement, the purchaser shall bear the costs incurred by us up to this point in time.
- (2) Other claims by the purchaser are excluded.
- (3) If, after conclusion of the contract, we become aware that the purchaser is in an unfavourable financial position, we may demand security for the consideration or declare that we will refrain from the consideration. In the latter case, the purchaser shall be obliged to reimburse us for the expenses incurred so far and to pay compensation for damages due to the non-execution of the delivery.

15. Common rules on damages and liability

- (1) Claims in excess of the claims mentioned in these terms and conditions, regardless of legal basis, are excluded. The limitation of liability does not apply to mandatory claims based on intentional or grossly negligent conduct, injury to body, life and health, or violation of essential contractual obligations, the latter being limited to the typical foreseeable damage. Liability according to the Product Liability Act remains.
- (2) The purchaser does not have any rights of withdrawal or termination in excess of those in these terms and conditions.

- (3) A liability due to force majeure or other unforeseeable events at the time of the conclusion of the contract (e. g. interruptions of any kind, difficulties in material or energy procurement, transport delays, strikes, legal lockouts, shortages of labour, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or the missing, incorrect or untimely delivery by our suppliers) including disturbances caused by procedures at our subcontractors are excluded. We are not responsible for disturbances caused by such events.
- (4) Contractual penalties are excluded unless we have expressly acknowledged them in our order confirmation. Otherwise, they shall also be excluded if we have unconditionally delivered or sent an order confirmation to an offer which provides for contractual penalties, in which the contractual penalty is not expressly rejected.
- (5) We are not responsible if we are unable to perform certain services in accordance with the contract because we are prevented from doing so by the terms and conditions agreed with our subcontractors. These terms and conditions are authoritative in this respect in their respective valid version.
- (6) The purchaser is obliged to inform us when the object, into which our supply is so incorporated and in which it acts in such a way, that a defect of the delivery item may cause damage to this item of more than twice the price of the delivery item. In this case, the purchaser shall be obliged to take out insurance to cover damage to the object of sale to the extent that it exceeds an amount equal to twice the price of the object of delivery. In the event of damage, it shall have the insured sum offset against any possible claims for damages against us. This deduction shall also be made if it has failed to claim

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the sum insured or to take out an appropriate insurance policy at all or to cover the full amount of any claim for damages exceeding the possible claim. The conclusion of the insurance also serves to exclude or reduce claims against us. The purchaser has to prove to us the conclusion and the existence of the insurance. The same obligations shall apply to the purchaser if the delivery item is intended to be used in a manner directly affecting the health or the body of people.

- (7) Damage calculations on the basis of claims for damages, which have been or could be awarded to third parties under foreign law, are inadmissible if the claims for damages under German law would violate the ordre public or exceed a compensation title to be obtained in a damage action before a German court by more than 100%. If a corresponding overrun has occurred, the claim for damages cannot be used pro rata for the calculation of damages.

16. Impossibility

- (1) If delivery or performance becomes impossible or unreasonable due to circumstances for which we are not responsible, or if the impossibility or unacceptability becomes known after conclusion of the contract, we shall be released from our delivery obligations. If a delay in delivery for which we are not responsible lasts longer than two months, we are entitled to withdraw from the contract.
- (2) The impossibility may also consist in the fact that a certain technical result, which the delivery item should reach, cannot be realised according to the state of the art. The purchaser can only rely on the technical feasibility of the requested result if it can prove it.

- (3) If the delivery period has been extended due to circumstances for which we are not responsible or if we have been released from our delivery obligations due to such circumstances, the purchaser cannot derive any claims for damages from this.
- (4) If the impossibility or inability to perform occurs during the default of acceptance or if the purchaser is solely or largely responsible for the circumstances leading to the impossibility of performance, it remains obliged to consideration.

17. Retention of title and extended retention of title

- (1) The delivered goods shall remain our property until the purchase price has been paid in full and all claims arising from the business relationship with us, including those arising in the future, have been paid in full. The acceptance of a bill of exchange or cheque shall not be deemed to be payment until the paper has been honoured.
- (2) All our deliveries are subject to an extended retention of title. If the goods are combined with other items not belonging to us, we shall acquire co-ownership of the products in the ratio of the purchase value of the goods to the value of the entire product.
- (3) The processing or transformation of goods subject to retention of title shall always be carried out by the purchaser on our behalf. If the conditional commodity is processed or inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the conditional commodity to the other processed or mixed objects at the time of processing or mixing. If our goods are connected with other movable objects into a single object or inseparably

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mixed, and the other item is to be regarded as the main item, the purchaser transfers joint ownership to us in proportion to the extent to which the main item belongs to the purchaser. The purchaser shall keep the property or co-ownership in safe custody for us. The same applies to the thing resulting from the processing, transformation or connection as well as mixing as for the reserved goods. We agree to release the securities to which we are entitled insofar as their value exceeds the claims to be secured, insofar as they have not yet been settled, by more than 20%.

18. Place of performance and court of jurisdiction

- (1) Laichingen is the place of performance for the obligations of both parties arising from the contract, including any claims for conversion or for damages.
- (2) The court of the place of performance shall have jurisdiction for all legal disputes of any kind, including actions on bills of exchange.
- (3) The law applicable at the place of performance shall apply to the relationship between the supply contract and its interpretation. The validity of US law is excluded. In particular, a contracting party may not assert to us that it is obliged to satisfy claims under US law and, on this ground, to make damage calculations on the basis of claims for damages which, according to the law of the place of performance, would violate ordre public.
- (4) The supply contract shall not become ineffective as a whole due to the ineffectiveness of individual provisions of the contract. The parties will agree to a provision by which the sense and purpose pursued by the ineffective or void provision is substantially commercially achieved.

19. Purchasing conditions of the purchaser

Purchasing conditions of the purchaser which contradict these conditions are not binding for us, unless we have expressly accepted them in whole or in part.

20. Written form

These terms and conditions of delivery fully reflect the agreements made with the purchaser, unless otherwise stated in our order confirmation. No subsidiary agreements have been made. Deviations from these terms and conditions as well as additions must be made in writing. This also applies to the deviation from the written form requirement. The effectiveness of any promises made by the purchaser to us remains unaffected.

21. Confidentiality

- (1) Each contracting party shall solely use all the documents (including samples, models and data) and information received as a result of the business relationship for the joint objectives pursued, and will keep them confidential vis-à-vis third parties with the same care as exercised for its own documents and information if the other contracting party designates them as confidential, or has an obvious interest in their being kept confidential.
- (2) This obligation starts from the first receipt of the documents or knowledge and ends 36 months after the end of the business relationship. Insofar as there are legitimate interests in secrecy, it shall apply without limitation.

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22. Limitation period

All claims of the purchaser – for whatever legal reasons – shall become statute-barred twelve months after the passing of risk. Claims for damages due to intent and gross negligence as well as due to injury to life, limb or health or due to violation of essential contractual obligations shall be subject to the statutory time limits. They shall also apply to defects in a building or to delivery items which have been used in accordance with their normal use for a building and whose defectiveness we have caused.

23. Purchaser protection

Each purchaser assures us of supplier and purchaser protection. It agrees to keep prices and contract negotiations about all products and objects offered for sale secret and not to pass on offers to third parties without our consent. In the event of culpable infringement of the provision, the purchaser agrees to pay damages. The proof that there was no culpable breach of duty is the responsibility of the purchaser.

24. UN Sales Law

The validity of the UN Sales Convention is excluded. In particular, an application on the basis of a special agreement as a result of a corresponding provision in the purchaser's General Terms and Conditions will be rejected.

25. Data processing

We are entitled to store all data about the purchaser that we receive in connection with the business relationship. We may use them for all purposes that are reasonably related to the business relationship. The legal provisions on data protection remain unaffected._

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