

General terms of delivery
for Karl Georg Schobert Präzisions-Messzeug GmbH, Aschaffenburg
November 2022 edition

Article 1 Scope 1. In addition to other contractual agreements, these general terms of delivery shall exclusively apply to all transactions between us and the purchaser or customer, hereinafter known as the Customer and also to all legal questions in discussions to prepare for the conclusion of contracts and for all commercial contacts. Even if the service is provided or payment accepted, we shall not acknowledge other terms issued by the Customer unless we expressly agree to their being valid in writing.

This shall also apply to general terms of business other than the Customer's general terms of purchasing, in particular but not limited to, the Customer's quality assurance agreements, skeleton supply contracts, customer-provided components contracts, consignment warehouse contracts and confidentiality agreements if the provisions therein have not been negotiated with us.

2. These general terms of delivery shall only apply to business transactions with enterprises in the sense of Article 14 of the German Civil Code [BGB]; they shall also apply to all future business relationships without having to be included on each occasion until we issue new general terms of delivery.

3. All agreements made between us and the Customer as part of contract negotiations must be set out in writing for verification purposes and must be confirmed by both parties.

4. Side-agreements, retrospective contract amendments and the acceptance of a guarantee, particularly assurances of properties or the acceptance of a procurement risk must be made in writing if they are made by persons who have no rights of representation. The lack of a statement on our part shall not be regarded as consent.

Article 2 Advice 1. Our advice services are based on empirical values. The advice shall be non-binding if it extends to circumstances where we simply cannot know whether items are correct, in other words, for example, the composition of the raw material or the work carried out by sub-contractors. A failure to make statements shall not constitute advice.

2. Product and service-related advice shall only extend to the products supplied by us and services provided by us. It shall not extend to advice outside of the contract, in other words to statements which are made without products being sold or services provided by us.

Article 3 Contract conclusion 1. Our quotations shall be valid for 10 working days after their receipt by the Customer. They shall be non-binding and shall be regarded as a request to submit a quotation.

2. In principle, the purchase order issued by the Customer shall be regarded as a request to conclude a contract. We shall accept the request within 10 working days unless a different acceptance period has been agreed.

3. The initial charge for processing a quotation shall generally be zero. Additional quotations and design work shall only be free if the contract of supply becomes valid and remains so.

4. Descriptions and images of the products in technical documents, catalogues, company brochures, circulars, price lists, etc. shall be non-binding unless their inclusion in the contract has been expressly agreed; they shall not release the Customer from conducting its own inspections.

Descriptions of products and services on the internet can naturally only be of a general nature; if the Customer wishes to use them to derive binding property agreements or the suitability for use of said products or services for its application, it must make reference to this in the purchase order.

5. All the details for completing the order must be set out in the order. This applies to all goods, works and other services to be provided by us. These shall particularly, but not exclusively, include details of item designation, quantity, dimensions, material, material composition, pre-treatment, processing specifications, treatment guidelines, storage, standards and all other technical parameters and characteristic physical data.

Missing, incorrect or incomplete details shall be regarded as expressly not agreed and shall not give rise to any obligations on our part, either in the sense of fulfilment and warranty or in the sense of compensation claims.

6. If the order issued by the Customer differs from our quotation, the Customer must specially highlight the differences.

7. We shall be entitled to obtain further information for the purpose of ensuring that the order can be completed properly.

8. Orders should be issued in writing or electronically (EDI); orders placed orally or by telephone shall be completed at the Customer's risk.

9. If the Customer cancels an order which has already been accepted by us, we shall be entitled to charge 10% of the price for the goods or services for the costs incurred by processing the order and for loss of profit, notwithstanding the possibility of claiming higher actual damages. The Customer shall be at liberty to provide evidence that our costs were in fact less than this.

10. We reserve the right to process the goods or services or to have them processed at a different plant at no added cost to the Customer.

Article 4 Call orders 1. For call supply contracts we must be notified of binding quantities at least 3 months before the delivery date unless otherwise agreed. In isolated cases it may be necessary to extend this period, for example due to material lead times.

2. Additional costs incurred by a late call order or retrospective changes to the call order in terms of time or quantity by the Customer shall be borne by the Customer; our costings shall be decisive in this case.

3. Unless otherwise agreed, all call orders must be accepted within one year of the order being placed. If this deadline passes, we shall be entitled to invoice the goods and ship them at the expense and risk of the Customer or to cancel the contract with immediate effect.

Article 5 Changes 1. A separate contractual agreement shall be required for any changes to the goods or services after the contract has been concluded.

2. We reserve the right to modify the goods or services within reason in the event that we have not received the required information or have received incorrect information. Negative effects caused by a lack of or incorrect information, in particular additional costs or damages, shall be paid by the Customer.

3. We reserve the right to make technical modifications to the goods or services which do not jeopardise the objective of the contract.

4. Accepted industry volume differences of up to max. 10% shall be permitted.

5. Part consignments and part services shall be permitted as long as this only has a minor adverse effect on use and does not jeopardise the objective of the contract. They may be invoiced separately.

Article 6 Lead time 1. Delivery dates, delivery periods and lead times shall be understood to be ex-works unless otherwise agreed. If a lead time has been agreed for the goods or services, this shall commence when the order confirmation is sent but not before all details of the order have been clarified and all the Customer's duties of cooperation have been fulfilled properly; the same shall apply to delivery dates for the goods or services.

2. In the event of mutually agreed modifications to the goods or services, new lead times and delivery dates for said goods and services must be agreed.

This shall apply even if fresh negotiations are held about the goods and services after the contract has been concluded without any modification being made to the goods or services.

3. Lead times and delivery dates for the goods and services shall be agreed subject to the raw materials being supplied to us in perfect condition and promptly and that no unforeseeable production problems are encountered.

4. The lead time for the goods or services shall be deemed to have been met if the goods or services have left our plant by the elapse of the lead time or have been handed over to the transport contractor at the plant by us or we have notified the Customer that the goods or services are ready for collection.

5. We shall be entitled to deliver the agreed goods or complete the service before the agreed date.

Article 7 Acceptance default 1. If the Customer fails to accept the goods on the agreed delivery or provision date or by the agreed lead time for reasons that are its responsibility, we shall be entitled to demand compensation for any additional costs we incur as a result. In particular we shall be entitled to charge the Customer storage costs of 0.5% for every month or part of a month, subject to a maximum total of 5% of the price for the goods or services. Either of the parties to the contract shall be entitled to

provide evidence that the actual storage costs were higher or lower than this figure.

2. We shall be entitled to select a suitable storage site at the expense and risk of the Customer and to insure the goods or services at its expense.

3. If we are entitled to demand compensation rather than the completion of the service, we may demand 15% of the price as compensation, notwithstanding the possibility of demanding higher actual damages, unless the Customer can provide evidence that we have not suffered any damages or our damages were considerably lower than this lump sum.

Article 8 Delay to the delivery or provision date 1. If we fail to meet the delivery or provision date or the lead time, the Customer must set a reasonable extension deadline, at least in text form.

2. The Customer shall be entitled to cancel the contract if this extended deadline elapses without the goods being delivered or the services provided.

3. If we are responsible for the failure to meet agreed deadlines, the Customer, as long as it can provide credible evidence that it has suffered damages, may demand compensation for each complete week of the delay of 0.5 %, subject to a maximum of 10 % of the net price for the goods or services affected by the delay. This limitation of liability shall not apply if the prompt delivery or provision of services was agreed as a cardinal contract duty or our failure to meet the deadline was due to malice or gross negligence.

4. At our request, the Customer must declare to us within a reasonable time whether, as a result of the delay in the delivery of the goods or provision of services, it wishes to cancel the contract, demand compensation rather than delivery or provision or still insists on delivery or provision.

5. Fixed transactions as described in Article 376 of the German Commercial Code shall require a written agreement.

Article 9 Forces majeures, contract amendments 1. In cases of forces majeures, our lead times and delivery dates shall be extended by the duration of the problem which has occurred. Forces majeures shall include circumstances for which we are not responsible, such as war, fire, pandemics, epidemics, strikes, lock-outs, traffic problems, official orders, plant shut-downs or major operating problems, such as lack of raw materials, materials or energy suffered by us, our sub-contractors or suppliers. This shall apply even if we were already in default when these circumstances occurred. We shall notify the Customer without delay of the start and end of such problems.

2. If events of the type described in paragraph 1 occur or circumstances arise as described in Article 313 of the German Civil Code which significantly change the importance or content of the goods or services or have a major effect on our company, we shall be entitled to amend the contract in good faith. If this is not commercially reasonable, we shall be entitled to cancel the contract without being liable for compensation. If we wish to exercise this right to cancel, we must notify the Customer without delay after we discover the scope of the event, even if the Customer has initially agreed to the lead time being extended.

3. Any emergency production right reserved by the Customer in such cases shall be excluded unless it has been agreed with us in a separate contract.

Article 10 Prices and terms of payment 1. Unless otherwise agreed, all prices shall be understood in euros, net on an "ex-works" basis, exclusive of statutory value-added tax at the rate in force on the date of the invoice. Additional costs such as packaging, freight, shipment costs, customs duties, installation, insurance and bank charges shall be charged separately. We shall only provide insurance cover for the goods during shipping at the request and expense of the Customer.

2. If wages, energy and/or transport costs and the purchase price of raw materials and the relevant supplements, for example scrap, alloy or energy supplements, undergo significant change, each of the parties to the contract shall be entitled to adjust the price in consideration of and after disclosing these factors. If supplements are applied to the raw material price by the suppliers, these shall be invoiced to the Customer on the basis of the monthly supplied quantity with an itemised list and verification of the individual supplements for the relevant products.

3. We shall also be entitled to change the price within reason if changes occur before or during the completion of the order because the information provided by the Customer and the documents supplied by it were incorrect or the Customer requests other modifications.

4. We shall be entitled to demand a reasonable advance payment when the contract is concluded.

5. If no binding order quantity has been agreed, we shall base our calculation on the non-binding order quantity (target quantity/forecast) expected by the Customer for a specific period. If the Customer purchases less than the target quantity, we shall be entitled to increase the unit price within reason.

6. Unless otherwise agreed, invoices shall be payable within 10 days of the invoice date on a strictly net basis. They shall be payable without any deductions. In the event that they are not paid, the Customer shall be in default without this requiring any further warnings. Discounts and concessions shall only be granted by special agreement. Part payments shall require separate written agreement.

7. Settlement in the form of bills of exchange shall require a separate prior agreement. Discount charges and bills of exchange costs shall be paid by the Customer. Invoice settlement by cheque or bill of exchange shall only be for the purpose of fulfilment and shall not be regarded as payment until they have been redeemed without reservation.

8. If the Customer has multiple outstanding invoices from us and if payments are not made by the Customer against a specific invoice, we shall be entitled to decide to which of the outstanding invoices the payment shall be assigned.

9. In the event of default, forbearance or part payment, we shall be entitled to charge normal bank interest but at a rate of at least 10 percentage points per annum above the relevant base rate and to withhold further goods and services until all outstanding invoices have been settled. We reserve the right to provide evidence that we suffered higher damages.

10. If there is justified doubt about the solvency or creditworthiness of the Customer, for example due to repeated late payments, default or rejected cheques, we shall be entitled to demand security or cash payment on a quid pro quo basis. If the Customer fails to meet this demand within a reasonable deadline which has been set for it, we shall be entitled to cancel the non-fulfilled part of the contract or stop deliveries until we are in receipt of the payments. No such deadline shall be required if the Customer is clearly unable to provide security.

11. The Customer shall only be entitled to set off against our claims if its counterclaim is undisputed or has been fixed or is about to be fixed by a court of law. The assignment of debts payable to us, which are not monetary debts, shall require our consent.

12. The Customer shall only be entitled to exercise a right of retention if the counterclaim is based on the same contract relationship and is undisputed or has been fixed by a court of law or is disputed but about to be decided by a court of law. If a service provided by us is indisputably defective, the Customer shall only have a right of retention for a reasonable amount relative to the defects and the likely costs for their rectification.

13. The payment deadlines shall remain in force even if delays occur to the delivery through no fault of our own.

14. We shall require a so-called certificate of arrival from the Customer in order to be exempt from value-added tax for deliveries within the Single Market. The Customer therefore undertakes to confirm after receipt of the contract goods in writing that, acting in the role of customer, it has received the contract goods which constitute a delivery within the Single Market.

15. If value-added tax is not included in our invoice, in particular because we have assumed that the goods have been supplied or the services provided on the basis of a "Single Market transaction" in the sense of Article 4 No. 1 b together with Article 6 a of the German Value-Added Tax Law [UStG], and we are retrospectively charged with value-added tax (Article 6 a IV of the Value-Added Tax Law), the Customer undertakes to reimburse us with the amount which has been charged to us. This duty shall apply regardless of whether we are retrospectively charged with value-added tax, import value-added tax or comparable taxes in Germany or elsewhere.

Article 11 Place of fulfilment, transfer of risk, packaging

1. The place of fulfilment for the services and payments specified in the order shall be our registered office.

2. The Customer undertakes to complete an acceptance procedure as soon as we have notified it that the services it ordered have been completed. If the Customer does not complete this acceptance procedure within two weeks of such notification, the services shall be deemed to have been accepted.

3. The risk of destruction, loss or damage to the goods shall be transferred to the Customer when we notify it that the goods are ready. If shipment has been agreed, the risk shall be transferred to the Customer when the goods are dispatched or they have been handed over to the transport contractor.

4. Unless agreement has been made to the contrary, we shall determine the type and scope of packaging. Single use packaging must be disposed of by the Customer.

5. If the goods are shipped in loaned packaging, the packaging must be returned free of charge within 20 days of receiving the shipment. The Customer must pay compensation for any loss or damage to the loaned packaging.

Loaned packaging must not be used for any other purposes or for storing other goods. They may only be used for transporting the supplied goods. Labels on loaned packaging must not be removed.

6. In the event of the goods being damaged or lost en route, the Customer should carry out an inspection immediately and notify us of the results. Claims relating to any transport damage must be made without delay to the forwarder by the Customer.

Article 12 Duty to inspect and complain 1. The Customer undertakes to inspect the supplied goods pursuant to Article 377 of the German Commercial Code or equivalent foreign national or international regulations immediately after delivery and to notify us without delay of any defects and damage identified either then or later in writing or in text form. Otherwise the shipment shall be assumed to have been approved as perfect. The provisions of Article 377 of the German Commercial Code shall apply as and where appropriate for general and works services.

2. All further use of defective goods or services must be stopped immediately. If it was not possible to identify a defect on receipt of the goods or during the provision of the service, all further use of the goods or services must be stopped immediately after the discovery of the defect.

3. The Customer shall send us a representative quantity of defective parts without delay. It shall grant us the time required to inspect the defect. In the event of unjustified complaints, we reserve the right to charge the Customer with the inspection costs we have incurred.

4. The complaint shall not exempt the Customer from its duty to comply with its payment obligations.

Article 13 Warranty 1. Article 434 of the German Civil Code in the version in force up to the end of 2021 shall apply. If the goods or services are defective, we shall be entitled at our discretion to rectify the defect, supply replacement goods or provide the Customer with a credit note within a reasonable period of time.

2. Refinishing work by the Customer or by third parties engaged by it shall require our consent. In urgent cases, this shall only be permitted if we have been set a deadline, albeit a short one, for the refinishing work which has elapsed without the work being completed or we have refused to carry out the refinishing work within this deadline.

3. In the event that the goods are outsourced products or such goods are installed or otherwise used in the products, we shall be entitled to limit our liability initially to the assignment of warranty claims which we are due from the supplier of the outsourced products unless satisfaction from the assignment right fails or the assigned claim cannot be enforced for other reasons.

4. Claims by the Customer relating to the costs required for the purposes of repeat fulfilment, in particular transport, travel, labour, material and replacement costs shall not be permitted if these costs are increased because the goods were subsequently transported to a place other than the original place of fulfilment unless said transport is part of their intended use. This shall apply as and were applicable for claims on the part of the Customer for the reimbursement of costs under Article 445a of the German Civil Code as long as the last contract in the supply chain is not a consumer goods purchase.

5. The provision of Article 439 III of the German Civil Code shall only be applicable if the product supplied by us is intrinsically linked to the Customer's product. This shall particularly apply if our product has been intrinsically connected, mixed or processed with the Customer's product ingredients. This is particularly the case if our product has been welded, jointed or inserted at a deep level, which results in significant cost in making our product accessible. If the Customer's product can be rectified by repair work whilst it is installed or by the replacement of individual parts within our product or by a similar alternative replacement measure, the provision of Article 439 III of the German Civil Code shall not be applicable.

6. The same warranty provisions shall apply to replacement services and refinished goods as for the goods or services supplied originally.

7. Warranty claims against us may only be made by the actual Customer and must not be assigned without our consent.

8. As a supplier of semi-finished products and individual parts which are intended for use in the Customer's goods, we are not a

supplier in the sense of Articles 445 a, 445 b and 478 of the German Civil Code.

9. Unless otherwise agreed, the above paragraphs shall constitute the full warranty for our products and services.

10. Our products do not contain any digital contents or services and shall not be regarded as being linked to them.

11. The Customer shall be responsible for the comprehensive specification and property agreement of the goods. In particular, the Customer shall be responsible for specifying the purpose of the products for its application.

Public statements made by a different link in the supply chain or on its behalf, particularly in advertising or on the label, shall not be binding for us.

Accessories, including packaging, assembly, installation or other instructions, shall be supplied under the contractual agreement.

Article 14 Legal defects, intellectual property rights 1. Orders based on drawings, sketches or other information supplied to us shall be completed at the Customer's risk. If, as a result of completing such orders, we are sued for breaching third party intellectual property rights, the Customer shall indemnify us from claims by the legal owners of said rights and shall reimburse us with any costs and damages incurred as a result.

2. We shall not accept any liability for breaches of intellectual property rights, which relate to the use of the goods or services or to the connection or use of the goods or services with other products.

3. In the event of legal defects, we shall be entitled, at our discretion, to obtain the required licences or to rectify the defects by modifying the goods or services within reason.

4. Unless otherwise agreed, our liability for breaching third party intellectual property rights shall be restricted to intellectual property rights which have been registered and published in Germany.

5. We reserve all ownership rights and commercial intellectual property rights and copyrights to the materials, products, designs, moulds, samples, services, drawings, illustrations, calculations and other (technical) documents provided by us. Any disclosure to third parties shall require our prior written consent. If we provide planning services, the Customer hereby acknowledges our intellectual property rights.

Article 15 Liability 1. We shall only accept liability for the outstanding accounts of the company up to the value of the company's assets.

2. In the event of simple negligence we shall only accept liability for a breach of a major contract duty. Our liability shall be limited to the foreseeable damages which are typical for these contracts. The same shall apply to claims on the part of the Customer under tort law.

3. In the event of assured properties, our liability shall be limited to the scope and the amount of our product liability insurance policy. The scope of coverage corresponds to the recommendations for public and product liability insurance policies made by the German Insurance Industry Federation. The level of coverage for the claims set out in the insurance policy shall be at least EUR 2.5 million per claim and double this amount per insurance year. If this does not apply or does not apply in full, we shall accept liability to the level of the insured sum.

4. Compensation claims for personal injury and claims under the Product Liability Law shall be subject to the statutory regulations.

5. Our suppliers are not our agents under our contract with the Customer. Any culpability on the part of our suppliers can therefore not be assigned to us.

6. All liability other than that described in the provisions above shall be excluded. Recourse claims on the part of the Customer against us shall only exist as long as the Customer has not made any agreements with its clients which go beyond the statutory defect and compensation claims. Our liability shall be excluded if the Customer has effectively limited its liability to its own customers.

7. If our liability is limited or excluded, this shall also apply to the personal liability of our staff, workers, colleagues, representatives, agents and vicarious agents.

8. If our liability is excluded or limited, the Customer undertakes to indemnify us from claims by third parties at our request.

9. The Customer undertakes to notify us without delay at least in textform if it becomes aware of claims by third parties which could be linked to the delivery of our products or provision of our services and reserve our right to conduct all defence actions and settlement negotiations.

Article 16 Statute of limitations 1. The statute of limitations for claims and rights relating to defects affecting our products, services or works services and resultant damage shall be one year. This shall not apply if the law specifies longer periods. The start

of this statute of limitations period is based on the statutory regulations.

2. The statute of limitations set out in paragraph 1, sentence 1 shall also not apply in cases of malice if we have deliberately not told you about the defect or have guaranteed a specific property, or for compensation claims due to personal injury or loss of freedom of a person, for claims under the Product Liability Law and for a grossly negligent breach of duty or if we breach cardinal contract duties.

3. Refulfillment action shall not interrupt the statute of limitations for the original provision of the service nor shall it cause the statute of limitations to restart.

Article 17 Reservation of title and acquisition of title 1. We shall reserve title to all contract goods until all our claims from our business relationship with the Customer have been settled in full.

2. If our property is processed, connected or mixed with property owned by others, we shall acquire title to the new item as set out in Article 947 of the German Civil Code.

3. If the processing, connection or mixing takes place in such a way that the third party property is regarded as the main item, we shall acquire title as a proportion of the value of our goods or services to the other goods or services at the time of the processing.

4. If we acquire title to an item as a result of our goods or services, we shall reserve title to this item until all our outstanding claims from our business relationship with the Customer have been settled in full.

5. The Customer undertakes to keep the reservation of title goods safely and, if necessary, to complete any servicing and maintenance work at its expense promptly. The Customer must insure the reservation of title goods at its own expense against loss and damage. Any security claims accrued in the event of damage must be assigned to us.

6. The Customer shall be entitled to resell the item which is our (joint) property as part of its normal business as long as it fulfils its duties from its business relationship with us. In this event a proportion of the claim resulting from the sale shall be assigned to us to cover the value of our reservation of title goods or services to the total value of the sold goods. The Customer shall retain entitlement to collect this claim even after this assignment. Our authority to collect these claims ourselves shall not be affected.

7. The right on the part of the Customer to dispose of the goods subject to our reservation of title and to collect the claims assigned to us shall become null and void as soon as the Customer fails to meet its payment duties or an application is made to open insolvency proceedings against its assets. In these cases and in the event of any other action by the Customer in breach of the contract, we shall be entitled to take back any goods supplied with reservation of title.

8. The Customer shall notify us without delay if there are any risks to its reservation of title goods, particularly in the event of insolvency and enforcement action. At our request, the Customer must provide all the required information about the goods which are our (joint) property and about the claims assigned to us and must notify its clients of said assignment. The Customer shall provide us with support in all action required to protect our (joint) property and shall pay the costs of any such action.

9. We shall have a right of seizure for all the Customer's goods which are in our possession due to the contract to cover all our claims from the contract. This right of seizure may also be used for claims from goods or services supplied earlier if they are linked to the goods or services in question.

The right of lien shall apply to other claims from our business relationship as long as they are undisputed or have been fixed by a court of law. Articles 1204 et seqq. of the German Civil Code and Article 50 Para. 1 of the German Insolvency Regulation shall apply as and where appropriate.

10. If the realisable value of the securities exceeds our claims by more than 15 %, we shall release securities covering the excess value at our discretion at the request of the Customer.

Article 18 Production equipment 1. If special production equipment, such as samples, tools and templates, are required to complete the order, we shall become or remain the owner of the production equipment manufactured by us or by a third party engaged by us even if the Customer has paid part of the costs of the equipment.

2. The production equipment shall only be used for orders placed by the Customer as long as the Customer meets its payment and acceptance undertakings. We shall only be obliged to maintain and replace this equipment free of charge if such action is required to fulfil a production quantity which has been guaranteed to the Customer.

3. Manufacturing costs for the production equipment shall be invoiced separately from the goods to be supplied unless otherwise agreed. This shall also apply to equipment which must be replaced as a result of wear.

The share of the tool costs shall be shown separately in the quotation and in the order confirmation; they shall be payable on a net basis when the contract is concluded. In addition, information should be provided therein whether and how any shares of the tool costs that have been paid will be amortised.

4. If it has been agreed that the Customer shall become the owner of the equipment, title to the equipment shall pass to the Customer after the purchase price for the equipment has been paid. The handover of the equipment to the Customer shall be replaced by our duty of safekeeping for the equipment. Regardless of the statutory claim for the equipment to be handed over to it and of the service life of the equipment, we shall be entitled to maintain sole possession of the equipment until the acceptance of an agreed minimum quantity by the Customer or until a certain period of time has elapsed. We shall mark the equipment as the property of a third party and insure it at the request of the Customer and at its expense.

5. If the Customer suspends or terminates the collaboration during the manufacturing period for the production equipment all manufacturing costs incurred to date shall be charged to it unless we are responsible for such termination.

6. If the Customer's own equipment as described in paragraph 4 is used or if the Customer provides the equipment on a loan basis, our liability relating to the safekeeping and care of the equipment shall be limited to the same duty of care as would apply if we owned the equipment. The costs of maintenance and insurance shall be paid by the Customer. Our duties shall become null and void if, after making a request to the Customer to collect the equipment, it has not collected it within 14 days of the request being made.

7. If the Customer fails to meet its contract obligations in full, we shall be entitled to exercise a right of retention to the equipment. Our statutory seizure rights shall not be affected by this.

Article 19 Customer-provided materials, processing, usability If the Customer provides materials or other items, hereinafter also known as goods, for machining or processing, the following provisions shall apply:

1. The goods supplied to us shall only be inspected for externally visible defects and damage when we receive them. We shall not be obliged to conduct any other inspections. Any defects or damage found will be reported to the Customer within 10 working days of the discovery of the defect.

2. The goods supplied to us must be made of easily processable material with standard or agreed properties. Otherwise, we shall invoice the Customer for any additional work. The lead times agreed with us shall be extended by the delay caused if the properties described in sentence 1 are not provided.

3. If the goods are unusable as a result of material flaws, we must be reimbursed with the processing costs we have incurred.

4. We shall not be liable for damage caused by inaccurate wording and labelling on the material supplied by the Customer.

5. The Customer undertakes to reimburse us with all costs and damages, including loss of profit, which we incur as a result of our being supplied with material which is not suitable for processing.

6. We shall not make any compensation for waste incurred up to the level which is accepted as standard in the industry.

7. Unless otherwise agreed, we decide on the usability of the raw materials that arise during processing by us.

8. Should reusable raw materials, waste materials or rejects, as well as scrap parts etc. arise during processing, these shall automatically become our property.

9. The Customer will not receive any refunds or credits for proceeds from this, as these are already included in the respective purchase or offer price.

10. In the case of non-recyclable materials, we can charge for the corresponding disposal costs.

Article 20 Termination The right of the Customer to terminate the contract pursuant to Article 648 of the German Civil Code shall be cancelled unless these are long term contracts.

Article 21 RoHS and the Electronic and Electrical Equipment Law 1. Before placing an order, the Customer must check whether our goods, after processing, will be covered by Directive 2002/95/EC (RoHS) and the Electronic and Electrical Equipment Law and notify us whether this is the case. If we do not receive any such notification, we shall assume that the workpieces are not to be fitted in or connected to products which come under the list

of products set out in Article 2 paragraph 1 of the Electronic and Electrical Equipment Law.

2. In the event of a breach of the Electronic and Electrical Equipment Law, our liability shall be excluded if this breach is based on a violation of the Customer's duty of notification. If this breach results in third party claims being lodged against us, the Customer must indemnify us from any such claims.

Article 22 Confidentiality 1. The Customer undertakes to treat all aspects of the business relationship which require protection in confidence. In particular, it shall treat all commercial and technical details which are not part of the public domain and which come to its attention as a result of the business relationship as confidential. Information or aspects of the business relationship which were already part of the public domain at the time of their disclosure shall not be covered by the duty of confidentiality nor shall information or aspects of the business relationship for which the party to the contract can provide evidence to the effect that it already knew the information before its disclosure by us. The Customer shall ensure that its personnel shall also be subjected to appropriate confidentiality agreements.

2. The documents provided to the Customer may only be copied if required for operational requirements and in accordance with copyright regulations.

3. All documents may not be disclosed to third parties in full or in part or used for purposes other than those for which they were supplied to the Customer without our written consent.

4. The disclosure, even in part, of the business relationship with us to third parties shall only be possible with our prior written consent; the Customer shall subject the third parties to a confidentiality agreement of the same type and scope.

5. The Customer may only produce publicity material featuring our business relationship with our prior written consent; it shall continue to be subject to its duty of confidentiality even after the end of the business relationship.

Article 23 Suitability for export and import 1. The Customer shall be responsible for compliance with and the implementation of the relevant foreign trade regulations (for example import licences, currency transfer permits, etc.) and other laws in force outside the Federal Republic of Germany. The risk of whether the ordered products may be exported or imported shall be borne by the Customer in this respect.

2. The goods and services (contract fulfilment) shall be subject to the reservation that the fulfilment of the contract is not hindered by any obstacles based on national or international regulations,

particularly export control regulations and embargoes or other sanctions.

3. The Customer undertakes to provide all information and documents required for the export/transport/import of the goods.

4. Delays resulting from export inspections or licensing procedures shall result in deadlines and lead times being suspended by the duration of the delay.

Article 24 Place of jurisdiction and applicable law 1. If the Customer is a businessman, the place of jurisdiction shall be the court with jurisdiction for our registered office or the Customer's registered office at our discretion.

2. The laws of the Federal Republic of Germany shall be exclusively applicable to our business relationships with the Customer. The applicability of the CISG "United Nations Convention on Contracts for the International Sale of Goods" shall be excluded.

3. If individual parts of these general terms of delivery are invalid, this shall not affect the validity of the other provisions.

Article 25 Data protection

We shall process all the Customer's data exclusively for the purposes of conducting business and on the basis of the specifications of the relevant data protection regulations. If it submits a written request, the Customer shall also be entitled to information about its personal data collected, processed and used by us.

Article 26 Contact data

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