

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Limata GmbH, Ismaning

1. Scope and conclusion of contract

- 1.1 Deliveries and services to the customer of any kind are exclusively subject to our General Terms and Conditions of Sale and Delivery, which the customer accepts by placing the order or accepting the service. The validity of deviating terms and conditions is excluded, even if we do not object to them. Our General Terms and Conditions of Sale and Delivery shall also apply to all future business relations, even if they are not explicitly agreed upon again.
- 1.2 Offers made by us are subject to confirmation. A contract is only concluded upon our written order confirmation. Order confirmations, delivery bills and other letters of confirmation from us is approved by the customer as correct in terms of content, unless he objects to them in writing without delay, at the latest within 4 working days of receipt.
- 1.3 We reserve the right to make technically essential or expedient changes to the products. Dimensions, illustrations, and drawings serve solely as preliminary information for the customer and require our written confirmation to be binding. Information on properties and performance characteristics of the products are for illustrative purposes and are not binding.
- 1.4 The customer is aware that during our business the data necessary for the processing of the order will be recorded and processed. The customer agrees to this and is deemed to have been notified within the meaning of the Federal Data Protection Act.
- 1.5 Plans, sketches, calculations, offers and other documents (records) prepared by us remain our property without prejudice to our industrial property rights until the conclusion of the contract with the customer. This applies to all documents which the customer receives while placing the order or the contract negotiations, even if the documents do not directly relate to the subject matter of the contract. Upon our request, these documents are surrendered by the customer. The customer is prohibited from disclosing the documents obtained from us to third parties. If a contract is not concluded in whole or in part regarding documents handed over to the customer, and if the customer or a third party the customer or a third party uses our documents in whole or in part, the customer is obliged to reimburse us 10 % of our quotation price of the respective order plus statutory value added tax.

2. Delivery

- 2.1 Delivery dates and deadlines are only binding if confirmed by us in writing. Delivery periods start on the date of the order confirmation and after clarification of technical questions as well as the receipt of documents and plans to be provided by the customer.
- 2.2 Unforeseeable events such as force majeure, delays in delivery or transport or industrial disputes release us for their duration from the obligation to deliver on time, unless we are responsible for them. Delivery periods will be extended by the duration of the disruption. If the disruption lasts longer than 6 months, both parties can withdraw from the contract. Claims for damages of the customer do not exist in this respect.
- 2.3 If we are in default, the customer is only be entitled to withdraw from the contract after a reminder has been sent and a reasonable grace period has expired. Claims for damages are excluded unless otherwise provided for in these terms and conditions.
- 2.4 If the customer is in default of acceptance or if the customer is otherwise responsible for a delay in dispatch, we ship the products at the risk and expense of the customer while maintaining our claim to performance. After setting and fruitless expiry of a grace period for acceptance of the products, we withdraw from the contract. Further rights remain unaffected.
- 2.5 Delivery of the products are at the risk and expense of the customer, unless otherwise explicitly agreed. In the cases of clause 2.4, the risk for the products passes to the customer upon provision of the goods.
- 2.6 We are entitled to make partial deliveries. If the customer is in default with an obligation arising from the business relationship, our delivery obligation is suspended.

3. Prices and terms of payment

- 3.1 All prices are ex works. The statutory value added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing.
- 3.2 They are ex our warehouse plus transport and transport insurance costs as well as the statutory value added tax. Any check and bill charges are at the expense of the customer.
- 3.3 Unless otherwise agreed, the customer must pay within one month of the invoice date or within 10 days with a 2% discount.
- 3.4 In the case of payments by bank transfer, check or bill of exchange, the value date is deemed to be the target date of receipt. Checks and bills of exchange are only be accepted by us upon special agreement and only on account of performance, with all collection and discount charges being charged.
- 3.5 If the customer exceeds the payment deadline, we are entitled, subject to the assertion of further damages, to demand default interest in the amount of 8% above the respective base interest rate.
- 3.6 If the customer fails to meet its payment obligations in accordance with the contract or if it suspends payments or if we become aware of other circumstances that call into question the customer's creditworthiness of the customer, we are entitled to call due the entire remaining debt and to demand advance payments or the provision of security.
- 3.7 Set-off and retaining by the customer are excluded unless counterclaims are undisputed or have been finally determined by a court of law.

4. Retention of title

- 4.1 We retain title to all products delivered until all claims against the customer have been satisfied, whereby the customer must keep the goods subject to retention of title safe goods at his own risk and free of charge for us and obtains the usual property insurance for this purpose.
- 4.2 The customer is only entitled to sell the products in the ordinary course of business under agreement of a corresponding reservation of title, whereby the customer already hereby assigns to us the resulting claims in the amount of our outstanding claims as well as the rights arising from the retention of title. This authority is revocable.
- 4.3 In the event of processing or combination of the products, the customer herewith transfers ownership to us in the amount of the price of the products subject to retention of title as security and keeps the object free of charge for us.
- 4.4 If the value of our securities exceeds the open claims by more than 10%, we will release securities upon request.
- 4.5 The customer must inform us immediately about access of third parties - also by way of execution - to the goods subject to retention of title. In the event of default of payment by the customer we are entitled to demand the return of the goods subject to retention of title or to remove them ourselves or have them removed by a commissioned third party.

5. Warranty

- 5.1 The customer must inspect the delivered products immediately upon receipt, also for product safety, and to notify us in writing of any defects promptly, but no later than 10 days after delivery. Hidden defects must be reported to us in writing immediately, at the latest 10 days after discovery.
- 5.2 We guarantee freedom from defects corresponding to the respective state of the art of the product type for a period of twelve months after delivery (warranty period). After expiry of this period, all warranty claims and claims for damages due to obvious and hidden defects are excluded.
- 5.3 The customer is entitled to the removal of defects and damage caused by them to other parts of the product (rectification). Rectifications are carried out without delay according to the technical requirements by replacing or repairing defective parts without charging the necessary costs of wages, materials, and freight. Replaced parts become our property unless they were already in our ownership.
- 5.4 If the defect cannot be remedied or if further attempts to remedy the defect are unreasonable for the customer, the customer is entitled to rescind the contract instead of remedying the defect. (Rescission of the contract) or reduction (reduction of the remuneration).
- 5.5 Warranty claims do not exist if the delivered products are defective due to improper maintenance and cleaning, damage, improper use, treatment, or repair. Warranty claims or claims for damages against us are excluded for third-party products or third-party products that are combined with our deliveries and services or used together with our products. Unless otherwise agreed, we do not assume any warranty for the functionality of our deliveries and services if they are connected by the customer with third party products or operated together with them.
- 5.6 Extensive claims are excluded unless otherwise determined in these terms and conditions.

6. Liability

- 6.1 We are liable according to 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. As far as we are not accused of intentional breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage.
- 6.2 We are liable according to the legal regulations, if we culpably violate an essential contractual obligation; also, in this case the liability for damages is limited to the foreseeable, typically occurring damage.
- 6.3 If the customer is entitled to claim compensation for damage instead of performance, our liability is limited to compensation for the foreseeable damage, even within the scope of warranty rights, typically occurring damage.
- 6.4 Liability for culpable injury to life, limb or health shall remain unaffected; this also applies to mandatory liability under the Product Liability Act.
- 6.5 Unless otherwise defined above, liability is excluded.
- 6.6 As far as the liability for damages against us is excluded or limited, this also applies regarding the personal liability for damages of our employees, representatives, and vicarious agents.

7. Industrial property rights

- 7.1 The customer must inform us without delay of any claims asserted by third parties due to the infringement of industrial property rights by the delivered products.
- 7.2 The customer must provide us with the necessary assistance in defending the industrial property rights.
- 7.3 If the customer is prevented from using the delivered products by third party rights, we will procure the right to use the products.
- 7.4 Further rights of the customer are excluded unless otherwise provided for in these terms and conditions.
- 7.5 We reserve ownership and all registered and unregistered industrial property rights for molds, samples, illustrations, and technical documents provided by us. The customer is only allowed to use them in the agreed manner. Our products are not permitted to be modified or altered by the customer without our express consent, neither are the permitted to be produced by the customer himself or by third parties. In the event of a sale or other transfer of our products to third parties, the customer contractually agrees to bind the purchaser or user of the products to observe these obligations towards us with direct effect towards us.
- 7.6 If we deliver according to drawings, models or samples provided by the customer, the customer is liable to us for all damages incurred by us because the industrial property rights or other rights of a third party are infringed by the manufacture and delivery.

8. General provisions

- 8.1 Amendments and supplements to the contract and these terms and conditions must be made in writing.
- 8.2 The invalidity of any provision of these Terms and Conditions will not affect the validity of the remaining provisions. Any invalid provision of these Terms and Conditions will be replaced by the valid provision that comes closest to the economic purpose of the invalid provision.
- 8.3 The legal relationship between the customer and us is governed exclusively by the laws of the Federal Republic of Germany. The applicability of the uniform international sales law is excluded.
- 8.4 For contracts with registered traders, legal entities under public law or special funds under public law, the place of performance for all obligations is our factory and it is agreed that the exclusive place of jurisdiction is Munich, with the proviso that we can also sue the customer at any other legal place of jurisdiction.