

General Terms and Conditions of Sale and Delivery (Consumer)

§1 Scope of Application

(1) All deliveries, services and quotations of the seller shall be exclusively made on the basis of these General Terms and Conditions of Sale and Delivery. They are an integral part of all contracts concluded with our customers (hereinafter also referred to as "buyer") concerning the goods offered by us.

(2) In connection with contracts our sales personnel is not authorised to conclude any verbal agreements with customers that deviate from these General Terms and Conditions of Sale and Delivery.

§2 Quotation and Quotation Documents, Order

(1) Our quotations are always subject to changes and non-binding. The contract shall not be concluded until we have confirmed acceptance of the order in writing or until delivery has been made. Our written order confirmation shall be relevant for the scope of the delivery. All agreements must be made in writing; this also applies to amendments, changes, and additional agreements. We reserve the right to correct errors in quotations, order confirmations and invoices.

(2). The legal relationship between us and the buyer shall be governed exclusively by the respectively signed contract including these General Terms and Conditions of Sale and Delivery.

(3). All information, illustrations, drawings, samples, brochures, and other technical data are non-binding. They are for descriptive purposes only and are intended only to give an appropriate idea of the goods and services described therein.

§3 Prices and Terms of Payment

(1) Unless otherwise agreed, prices are ex works (EXW according to INCOTERMS 2010) plus value added tax (VAT) and any other applicable taxes.

(2) If a significant change in certain cost factors, in particular such as the costs of wages, raw materials, input materials, energy or freight occurs between the conclusion of the contract and the delivery date, the agreed price may be adjusted to a reasonable extent in accordance with the impact of the relevant cost factors.

§4 Dispatch and Transfer of Risk

(1) Unless otherwise agreed between the parties in writing, the decision with regard to the transport

route and means of transport as well as with regard to the forwarding agent or carrier shall be left to the buyer (EXW). The INCOTERMS 2020 shall apply.

(2) Goods reported ready for dispatch shall immediately be taken over by the buyer without delay. If the shipment of the delivery item is delayed for reasons the purchaser is responsible for, the purchaser shall be charged for the costs incurred as a result of the delay.

(3). If dispatch is delayed at the request of the buyer or as a result of circumstances the buyer is responsible for, the risk shall pass to the buyer upon notification that the goods are ready for dispatch.

(4) The INCOTERMS 2020 shall apply to the interpretation of the trade terms.

(5) We are entitled to make partial deliveries if (i) the buyer can use the goods of the partial delivery within the scope of the contractual purpose, (ii) the delivery of the remaining goods ordered is ensured and, (iii) no significant additional expenses or costs occur for the buyer as a result of the partial delivery (unless we agree to bear these costs).

§5 Times of Delivery, Delay of Delivery, Quantities of Delivery

(1) Deadlines and dates for deliveries and services promised by us are always only approximate unless a fixed deadline or date has been explicitly promised or agreed. If they are meant to be binding, the binding nature shall also be agreed in writing.

(2) Force majeure, labour disputes, riots, official measures, as well as operational interruptions we are not responsible for (for example fire, machine breakdown, shortage of raw materials or energy, absences of our employees due to sickness as well as strikes, lockouts, lack of employees), closure of traffic routes, delays in import/customs clearance as well as all other circumstances we are not responsible for, which make deliveries significantly more difficult or impossible - also with regard to our suppliers and manufacturing companies - entitle us to postpone the delivery for the duration of the obstruction and a reasonable start-up time. This shall also apply if these events occur at a time when we are in default unless we have caused the default intentionally or through gross negligence. The contracting parties are obliged to provide the necessary information within reasonable time and circumstances as well as to adapt their obligations to the changed circumstances in good faith.

(3). Deviations of the delivery quantity from the quantity ordered are permitted by up to +/- 10%, both regarding the total order quantity and the individual partial quantities.

§6 Call-off Orders

(1) In the case of call-off orders, goods reported ready for dispatch must be called off immediately, otherwise we shall be entitled - after issuing of a reminder - to dispatch them at our discretion at the expense and risk of the buyer or to store them at our discretion and to invoice them immediately.

Insofar as the buyer does not call off the goods within three months after the date of the reminder, we shall be entitled to terminate the underlying call-off plan or, respectively, the relevant framework agreement which includes the call-off plan without notice and to immediately stop production of the goods agreed upon in the call-off plan. Within three months of the date of termination of the contract, the buyer is obliged to call off and remunerate all goods manufactured by us up to that date, unless the call-off schedule provides for an earlier call-off and remuneration obligation.

(2) In case of contracts that provide for continuous delivery, call-offs and sorting for approximately identical monthly quantities shall be submitted to us; otherwise, we shall be entitled to determine the quantities at our own reasonable discretion. If the individual call-offs exceed the contractually agreed upon quantity in total, we shall be entitled, but not obliged, to deliver the excess quantity. We may charge for the additional quantity at the prices valid at the time of the call-off or, respectively, of the delivery.

§7 Warranty

(1) In the event of defects in the delivered goods, the buyer shall be entitled to the statutory rights.

(2) However, in case of claims for damages by the buyer the special provisions of §9 shall apply.

(3) The delivered goods must be carefully inspected immediately after delivery to the buyer or to the third party designated by him. Material defects must immediately be reported in writing without delay, at the latest seven days after delivery. Material defects which cannot be discovered within this period even with the most careful inspection must immediately be reported in writing after their discovery, at the latest, however, four working days after becoming known, with immediate termination of any machining and processing.

(4) We must be given the opportunity to determine the defect complained of. Goods which are subject to a complaint must be returned to us immediately on request; we shall bear the costs of transport if the notice of defects is justified and insofar as the costs are not increased by the fact that after delivery the item delivered has been taken to a place other than the place contractually agreed upon.

(5) In the event of a justified notice of defects in due time, we shall provide warranty for the goods delivered by us in accordance with the rules of the law on sales and in accordance with **the following provisions**. If an initial sample inspection has been agreed, the notice of defects the buyer could have detected during a careful initial sample inspection shall be excluded.

§8 Export Certificate

If a buyer who is located outside the Federal Republic of Germany (external buyer) or his agent collects goods and transports or sends them abroad, the buyer shall provide us with the export certificate required for tax purposes. If this proof is not provided, the buyer shall pay the VAT rate on the amount of the invoice which is applicable to deliveries within the Federal Republic of Germany.

§9 Liability for Damages

(1) Claims for damages by the buyer due to obvious material defects of the delivered goods are excluded if the buyer does not notify us of the defect within a period of seven days after delivery of the goods.

(2) Our liability for damages, irrespective of any legal grounds (in particular in the event of default, defects, or other breaches of duty), shall be limited to the foreseeable damage typical for the contract.

(3) The above-mentioned limitation of liability does not apply to our liability for intentional conduct or gross negligence, for characteristic features, for injury to life, body or health or under the Product Liability Act.

§10 Retention of Title

(1) We retain title to the goods delivered until the purchase price for the goods has been paid in full. During the existence of the reservation of title, the buyer must not sell the goods (hereinafter: reserved goods) or otherwise dispose of the ownership thereof.

(2) In the event of access by third parties - in particular bailiffs - to the goods which are subject to retention of title, the buyer shall point out our ownership and notify us immediately so that we can enforce our rights of ownership.

(3) In the event of conduct by the buyer in breach of contract, in particular in the event of default in payment, we shall be entitled to demand surrender of the goods which are subject to retention of title if we have withdrawn from the contract.

(4) Moulds are only manufactured according to customer specifications and are used to produce customer-specific components. The moulds themselves remain our property at all times. If a component is not called off over a period of 5 years, we are free to dispose of this mould.

§11 Applicable Law, Place of Performance and Place of Jurisdiction

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11th April 1980 (CISG).

(2) Place of performance and exclusive place of jurisdiction for both contracting parties shall be - as far as legally permissible - the place of the supplying plant or the location of MiTec Middeldorf GmbH & CO KG. We shall also be entitled to sue the buyer at its general place of jurisdiction.

§12 Final Provisions

Insofar as the contract or these General Terms and Conditions of Sale and Delivery contain omissions, those legally effective provisions shall be deemed agreed upon to fill these omissions which the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Sale and Delivery if the parties had known about the omissions.