

The following are the **General Terms of Delivery and Payment of TECALEMIT GmbH & Co. KG**, Munketoft 42, 24937 Flensburg, Germany.

I. Definition

The "Supplier" is TECALEMIT GmbH & Co. KG. The "Purchaser" is the company which accepts the Supplier's offer, and/or the company which quotes the Supplier an offer for entering into a purchase contract. The "Product" is an item to be delivered based on a contract entered into between the Purchaser and the Supplier.

II. Scope

1. The following General Terms and Conditions only apply with regard to companies, legal persons under public law, and special assets under public law.
2. The following General Terms and Conditions apply exclusively; conflicting terms or terms of the Purchaser which differ from these Terms are not recognized by the Supplier, unless (i) they are terms of purchase in accordance with the recommendations of the German Association of the Automotive Industry (VDA) for General Terms and Conditions for the procurement of production material and spare parts which are meant for automobiles, or (ii) he has expressly accepted their validity in writing. The following Terms also apply when the Supplier - with knowledge of conflicting terms or terms of the Purchaser which differ from his own Terms - makes the delivery to the Purchaser without any reservations.
3. In cases where the customer's General Terms and Conditions correspond to the aforementioned VDA terms, they shall, in cases where they differ from the Supplier's Terms, precede the latter.
4. These Terms also apply to future contracts in ongoing business relationships.

III. Review of requirements for products and services

- 2.1 In cases where the Purchaser informs the Supplier of his intended use(s) of the products or services he orders, the Supplier's offer shall be based on the assumption that the topics addressed in the following questions have no relevance for the product that the Purchaser has inquired about, unless the Purchaser has already provided the Supplier with corresponding information in some other fashion. If one or more of the following questions are relevant, the Purchaser shall undertake to point this out to the Supplier before the Supplier enters into a commitment with the Purchaser.

Are there requirements regarding the following aspects that were not specified in the inquiry?

1. Packaging and delivery of the part to the Purchaser (bubble wrap, use of specific packaging material, cleanliness requirements, handling of customer's own load carriers);
2. Handling of the part by the Purchaser (robustness, impact and vibration resistance, fall heights);
3. Storage of the part by the Purchaser (resistance to environmental factors such as light, humidity, temperature, air pressure, as well as inherent shelf life of a part);
4. The Purchaser's production;
5. Requirements the part needs to fulfill in the overall system (robustness, impact and vibration resistance);
6. Any influence the part has on its system environment;
7. Any influence the system environment has on the part;
8. Time-related factors such as wear or material fatigue in the specific installation situation;
9. Any influence the overall system has on the part;
10. Any influence the part has on the overall system;
11. Any influences the users have on the overall system (e.g. dirty work clothing, rough/clumsy use, users are not particularly well-trained);

12. Any influences from legal provisions that the Purchaser is aware of;
 13. Influencing factors which differ from expected normal use with regard to spatial, time-related, or technical aspects, or which otherwise deserve particular mention (e.g. climatic conditions, average duration of use, jiggling, jarring, and vibrational movements);
 14. Influencing factors which result from intended use under regional, climatic, and legal conditions;
 15. Influencing factors which, with regard to the environment of the overall system (provided they are not covered in the scope of the order), could have an impact on the function, functionality, and/or service life.
 16. Does the Purchaser use operational and auxiliary materials/equipment that does not correspond to the normally expected level of quality, or does the Purchaser use these materials/equipment in a way that is not normally expected?
 17. Does the part to be delivered by the Supplier need to fulfill - as part of subsequent installation or processing - requirements with regard to mechanical, thermal, or electrical resistance, electrostatic compatibility, or handling which may make it necessary to modify the part?
 18. Which interface parameters are required for the validation, including test procedures, test methods, and test equipment?
 19. Does the Purchaser have knowledge of legal or official requirements which differ from normally expected requirements?
- 2.2 By way of derogation from Section 8.4.2.2 and Section 8.6.3 IATF, the parties hereby agree that we are not obliged to identify statutory and official requirements in the countries of destination specified by the Purchaser. According to prevailing case law and literature, this obligation is to be borne exclusively by the Purchaser.

IV. Offers - offer documents, order confirmation

1. If the Purchaser places an order without the order containing supplements, restrictions, or other modifications as compared to a valid, binding offer from the supplier, the acceptance of the offer shall be effective as soon as the order is received by the Supplier, unless the Supplier has withdrawn his offer before the receipt of the order.
2. The acceptance of an order shall become effective when the Supplier has sent an order confirmation, and this confirmation does not contain any supplements, restrictions, or other modifications as compared to the order.
3. The Supplier reserves all rights of ownership and copyrights to illustrations, drawings, calculations, and other documents. This also applies to written documents which are marked as "Confidential". Disclosure to third parties requires express written permission from the Supplier.

V. Prices, terms of payment

1. Unless a different INCOTERM clause is agreed upon, all of the Supplier's prices are to be understood EXW INCOTERMS 2020[®], and do not include the statutory VAT/sales tax rate valid at the time the invoice is issued. All additional costs, such as the costs for freight, insurance, export, transit, import, and other permits as well as certifications shall be borne by the Purchaser. Similarly, the Purchaser shall bear all manner of taxes, levies, fees, and customs duties.
2. Unless expressly agreed upon otherwise, offers and invoices shall be drawn up in the currency of the supplying party.
3. Price changes are permissible if the period of time between the point in time the contract is entered into and the delivery date agreed upon are no more than 6 weeks apart. Thereafter, if wages, material costs, or market cost prices increase up to

the point in time the delivery is completed, the Supplier shall be entitled to reasonably increase the price in accordance with the cost increases. The Purchaser shall only be entitled to withdraw if the price increase exceeds the rise in the general cost of living between the order placement and delivery by more than just an immaterial amount.

4. Unless otherwise agreed upon, invoices are due upon receipt. Subject to the revocation of credit approval, invoices are payable net within 30 days of the invoice date. In cases where a discount is contractually agreed upon, the granting of a discount requires the payment of all invoices that are payable at an earlier date.
5. For all modes of payment, the day the payment is received shall be the day on which the Supplier or third party who has a claim against the Supplier may definitively dispose of the funds.
6. As stipulated in the contract, the Purchaser shall undertake to pay the purchase price and accept the goods. If the Purchaser does not fulfill one of his obligations as set out in this contract or in the relevant laws, the seller may, without prejudice to his other statutory rights, withhold all deliveries or services.
7. If, after the contract is entered into, it becomes evident that the Supplier's payment claims are at risk due to the partner's inability to make payment, the Supplier may refuse performance and set the Purchaser a reasonable grace period, during which he is to make contemporaneous payment upon delivery, or is to furnish a security for the amount of the outstanding claims. If the Purchaser refuses to make contemporaneous payment, or if he does not furnish a corresponding security, the Supplier shall, upon expiry of the reasonable grace period, be entitled to withdraw from the contract and claim damages.
8. If a binding order quantity is not agreed upon, the Supplier shall base his calculations on the non-binding order quantity (target quantity) specified by the Purchaser.
9. If the Purchaser purchases less than the target quantity, the Supplier is entitled to reasonably increase the unit price.
10. If the Supplier has indisputably delivered goods that are partially defective, the Purchaser shall still undertake to make payment for the defects-free percentage of the delivery, unless the partial delivery is of no interest to the Purchaser.

VI. Retention of title

1. The Supplier shall retain ownership of the delivery items until the receipt of all payments from the business relationship with the Purchaser.
2. The assertion of this retention of title as well as the distraint on the delivery items by the Supplier does not constitute a withdrawal from the contract, unless this is expressly declared by the supplier in writing.
3. The Purchaser is entitled to resell the delivery items in the ordinary course of business; however, he hereby assigns to the Supplier, already now, all claims in the amount of the purchase price agreed upon between the Supplier and the Purchaser (including VAT/sales tax) which accrue to the Purchaser as a result of the resale, regardless of whether the delivery items are sold without or after processing. The Purchaser is authorized to collect these claims even after ceding them. The Supplier's authority to collect these claims himself remains unaffected by this; however, the Supplier shall undertake to refrain from collecting the claims for as long as the Purchaser duly complies with this payment obligations and is not in default of payment.

However, if this is the case, the Supplier may require the Purchaser to disclose the claims ceded and their debtor, and provide all information necessary for their collection, hand over the related documents, and notify the debtors (third parties) of the cession.

4. The processing or restructuring of the goods by the Purchaser shall always be performed for the Supplier. If the delivery items are processed with other items which do not belong to the Supplier, the Supplier shall acquire co-ownership of the new item in proportion to the value of the delivery items to the other processed items at the time of processing.
5. If the delivery items are inseparably mixed with other items which do not belong to the Supplier, the Supplier shall acquire co-ownership of the new item in proportion to the value of the delivery items to the other items mixed. The Purchaser shall perform safekeeping of the co-owned items on behalf of the Supplier.
6. The Purchaser shall neither pledge the delivery items, nor assign them by way of security. In the event of pledges and seizure or other orders by third parties, the Purchaser shall notify the Supplier of this without delay, and provide him with all information and documents which are necessary for protecting their rights. Enforcement officers and third parties are to be informed of the Supplier's ownership rights.
7. The Supplier shall undertake to release the securities he is entitled to at the Purchaser's request insofar as the realizable value of the securities exceeds the obligations to be secured by more than 20%. The selection of which securities to release is at the Supplier's discretion.

VII. Scope of delivery, delivery period, delivery quantities

1. Adherence to agreed-upon delivery and performance schedules presumes that all technical issues have been clarified and that payments or other obligations on the part of the Purchaser have been made or are fulfilled on time. If this is not the case, the deadline shall be extended appropriately. Delivery deadlines shall be suspended in the event of redesigns and item changes requested by the Purchaser. They shall only continue to elapse again when the modifications have been approved by the Purchaser
2. Unless otherwise agreed upon, the notification of readiness for dispatch and/or collection by the Supplier shall be authoritative for adherence to the delivery schedule.
3. The Supplier shall supply the Purchaser with contract goods in accordance with his delivery possibilities.
4. Partial deliveries are permissible as long as this does not result in any disadvantages for usage.
5. The delivery deadline shall be extended if the Purchaser violates the contract, as well as in the event of force majeure, strikes, inability through no fault of one's own, as well as inclement weather circumstances, for the duration of the hindrance.
6. Within a tolerance of 10 percent of the total order quantity, production-related excess or shortfalls in quantity are permissible. The total price agreed upon shall then change accordingly.

VIII. Delivery, transfer of risk

1. Unless otherwise specified in the order confirmation, delivery is agreed upon "ex works".

2. The notification of readiness for dispatch and/or collection by the Supplier shall be authoritative for adherence to the delivery schedule or deadline.
3. Unless otherwise agreed upon, goods that have been reported as being ready for dispatch are to be accepted by the Purchaser without delay. If the Purchaser is in breach of this obligation, the Supplier shall, at his discretion, be entitled to send the goods to the Purchaser at the Purchaser's expense, or to store the goods himself or have the goods stored by third parties at the partner's expense and risk.
4. Unless otherwise agreed upon, insofar as the goods are not delivered EXW INCOTERMS 2020,* the transfer of risk takes place upon handover of the goods to the first transport person.

IX. Industrial property rights

1. The Purchaser shall undertake to notify the Supplier of third-party property right claims with regard to the products delivered without delay, and to leave the legal defense to the Supplier. The Supplier is, due to third-party property right claims, entitled to make necessary changes at his own expense, even for goods that have been delivered and paid for.
2. If the Supplier is prohibited from manufacturing or delivering by a third party claiming a property right belonging to him, the Supplier shall be entitled to discontinue the works until the clarification of the legal situation by the Purchaser and the third party, unless the Supplier is at fault for the property rights violation. If the Supplier cannot be reasonably expected to continue with the order due to the delay(s), he is entitled to withdraw from the arrangement.
3. The Purchaser is liable to the Supplier for ensuring that products/services provided are free of third-party property rights. He hereby indemnifies the Supplier against all corresponding third-party claims.

X. Liability for delayed delivery

1. If the Supplier does not fulfill his obligation of delivering the goods as set out in the contract, and the underlying purchase contract is a transaction at a fixed date pursuant to Section 286 (2) No. 4 BGB (Civil Code) or Section 376 HGB (Commercial Code), and the Purchaser continues to be interested in contractual fulfillment, the Supplier shall be liable according to statutory regulations, unless he is not at fault for the breach of contract.
2. If the Supplier does not fulfill his obligation of delivering the goods as set out in the contract, he shall be liable according to statutory regulations in cases where the Purchaser claims damages on the basis of intent or gross negligence on the part of the representatives or vicarious agents of the Supplier. Where the Supplier is not charged with intentional breach of contract within the context of this liability, the liability for compensatory damages is limited to foreseeable, typically occurring damages.
3. If the Supplier does not fulfill his obligation of delivering the goods as set out in the contract, he shall be liable according to statutory regulations in cases where he is culpably in breach of an essential contractual obligation. Where the Supplier is not charged with intentional breach of contract in this case, the liability for compensatory damages is limited to foreseeable, typically occurring damages.
4. Liability due to culpable loss of life, injury, or damage to health shall remain unaffected.

5. Unless otherwise specified in the above, there exists no further liability for delayed delivery.

XI. Liability for defects

1. Insofar as a product is specified, it is free of material defects if recognized production-related tolerances are complied with. The Purchaser may only demand that the goods be fit for a particular purpose if this was expressly agreed upon in writing.
2. The information and illustrations contained in brochures and catalogs are approximate values customary in the industry, unless the Supplier has expressly stated that they are binding in nature.
3. If the parties have not agreed upon otherwise, the goods are considered to comply with the contract when they comply with the regulations of the sending country. Normative requirements in countries other than the country of sending must be expressly agreed upon in writing.
4. Obvious defects must be reported to and claimed from the Supplier without delay. If a defect exists for which the Supplier is at fault, the Supplier shall, at his discretion, perform rework or make a replacement delivery. In the event of rework, the Supplier shall undertake to bear all expenses necessary for the purposes of eliminating the defect, in particular transport, travel, labor, and material costs, insofar as these costs do not increase by the purchased item being brought to a different location other than the place of fulfillment.
5. If the Purchaser has installed the defective item in or on another item in accordance with its nature and purpose, the Supplier shall, as part of the rework, undertake to reimburse the Purchaser for the necessary expenses for the removal of the defective and the installation of the reworked or redelivered defects-free item. The aforementioned does not apply if the Supplier is permitted to refuse the form of rework chosen by the Purchaser pursuant to Section 439 (4) BGB (Civil Code). The Supplier is permitted to refuse the form of rework chosen by the Purchaser e.g. when the costs of the rework exceed 150% of the value of the goods in a defects-free state.
6. If the rework is unsuccessful, the Purchaser is, at his discretion, entitled to demand withdrawal from the contract or a reduction in price.
7. The supplier shall be liable for defects according to statutory regulations in cases where he has fraudulently concealed the defect or provided a guarantee for the properties of the item.
8. The Supplier shall be liable for defects according to statutory regulations in cases where the Purchaser claims damages on the basis of intent or gross negligence on the part of the representatives or vicarious agents of the Supplier. Where the Supplier is not charged with intentional breach of contract with regard to liability for defects, the liability for compensatory damages is limited to foreseeable, typically occurring damages.
9. The supplier shall be liable for defects according to statutory regulations in cases where he is culpably in breach of an essential contractual obligation. Where the Supplier is not charged with intentional breach of contract in this case, the liability for compensatory damages is limited to foreseeable, typically occurring damages.
10. Liability for damages due to culpable loss of life, injury, or damage to health shall remain unaffected, as well as liability according to the Product Liability Act (ProdHaftG).

11. Unless otherwise specified in the above, there exists no liability for defects.
12. Claims in accordance with Section 437 BGB (Civil Code) shall expire twelve months after the transfer of risk, unless it involves items which, according to their customary manner of use, have been utilized for a building and have caused its defectiveness.
13. The statute of limitations in the case of recourse due to delivery as set out in Sections 478 and 479 BGB (Civil Code) remains unaffected; it shall be five years, beginning from the delivery of the defective object.

XII. Joint and several liability

1. For further damage claims, the Supplier shall be liable – regardless of the legal nature of the claim asserted, in particular for those due to culpability upon entering into a contract, due to other breaches of obligations or due to tortuous claims for compensation for material damages in accordance with Section 823 BGB (Civil Code) – in accordance with No. IX. (5, 6 and 7). Any other or further liability is excluded.
2. In cases where the Supplier's liability for compensatory damages is excluded or limited due to this No., this also applies with regard to personal liability for compensatory damages on the part of the employees, staff, workers, representatives, and vicarious agents of the Supplier.
3. For all claims which are not subject to a statute of limitations due to a defect in the item, a cut-off period of 18 months applies. It begins upon gaining knowledge of and/or from the point in time at which the Purchaser must, without gross negligence, have gained knowledge of the damage and the identity of the person who is the damaging party.

XIII. Tools, operating supplies/equipment

1. The manufacturing costs for tools and other operating supplies/equipment (molds, templates etc.) shall, unless otherwise agreed upon, be invoiced separately from the goods to be delivered. This also applies to manufacturing supplies which need to be replaced as a result of wear.
2. If the Purchaser suspends or discontinues the collaboration during the production time of the tools or operating supplies/equipment, all manufacturing costs incurred up till that point in time shall be borne by him.
3. Unless otherwise expressly agreed upon in writing, the tools and/or operating supplies/equipment manufactured or procured by the Supplier shall remain the Supplier's property.
4. Tool costs, whether in whole or in part, shall generally be invoiced separately from the value of the goods. They are, unless otherwise agreed upon, to be paid upon the consignment of the initial sample, or if one is not required, upon the first goods delivery.
5. The Supplier shall undertake to safekeep the tools and/or operating supplies/equipment for 3 years after the last delivery for the Purchaser. If, before this deadline expires, the Purchaser provides notification that orders will be submitted within a period of up to one more year, the Supplier shall undertake to perform safekeeping for this period. Otherwise, he may freely dispose of the tools and/or operating supplies/equipment.

XIV. Counterclaims, transferability

1. The Purchaser shall only be entitled to perform offsetting when his counterclaims have been legally established, are undisputed, or are recognized by the Supplier. Furthermore,

the Purchaser shall only be permitted to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

2. The Purchaser can only cede rights from contracts which he has entered into with the Supplier with the Supplier's consent.

XV. Right of the Supplier to withdraw, termination of open-ended contracts

1. In the case of an unforeseen event – for which the Supplier is not at fault – which significantly changes the economic significance or the contents of the product/service, or has a significant impact on the Supplier's business, as well as in the case of impossibility of performance which subsequently becomes evident and for which the Supplier is not at fault, the Supplier is entitled to withdraw fully or partially from the contract, unless the Purchaser cannot reasonably be expected to accept a partial withdrawal. Other statutory rights of withdrawal are not affected by this provision.
2. The Purchaser shall not be entitled to any damage claims due to such a withdrawal. If the Supplier wishes to exercise his right of withdrawal, he is to inform the Purchaser of this, and is to do so even if an extension of the delivery period was initially agreed upon with the Purchaser.
3. Open-ended contracts can be terminated by the Supplier by giving 3 months' notice.

XVI. Data protection

1. The Purchaser shall undertake to obtain, from all persons who communicate in his name or on his behalf with the Supplier, legally valid declarations in which these persons declare their consent for the Supplier to collect, save, process, and use their personal data for the purposes of processing and executing business transactions that have already been completed and ongoing business, for initiating new contracts and/or for similar business contacts. In particular, personal data in this context includes contact data such as: Name, address, position in the company, telephone number, e-mail address etc. as well as data on special skills/knowledge, location and time information on discussions, and similar data.
2. The Purchaser shall undertake to obtain, from all persons who communicate in his name or on his behalf with the Supplier, legally valid declarations in which these persons declare their express consent for the Supplier to disclose to third parties their personal data for the purposes of processing and executing business transactions that have already been completed and ongoing business, for initiating new contracts and/or for similar business contacts.
3. The Purchaser shall undertake to obtain, from all persons who communicate in his name or on his behalf with the Supplier, legally valid declarations in which these persons declare their express consent that the Supplier only needs to delete the personal data of these persons upon receiving an express request to this effect from the data subject.
4. "Legally valid" for the purposes of the aforementioned provisions means that the Purchaser must independently identify the necessary prerequisites of a valid declaration pursuant to data protection laws and the law of obligations.
5. If the Purchaser does not have the aforementioned declarations, he shall undertake to expressly inform the Supplier of this in writing.
6. If the Purchaser is in breach of the aforementioned notification obligation or if it subsequently becomes known that the declarations obtained by the Purchaser are fully or partially invalid, the Purchaser shall indemnify the Supplier against claims which third parties assert related to these contractual

obligations against the Supplier. The legal damage claims the Supplier is entitled to in this context remain unaffected.

7. Furthermore, the Supplier shall handle the Purchaser's personal information in compliance with the Federal Data Protection Act.

XVII. Place of fulfillment, place of jurisdiction, other aspects

1. Unless otherwise expressly agreed upon, the registered office of the Supplier shall be the place of fulfillment.
2. If the Purchaser is a businessman, a legal entity under public law, or a holder of special assets under public law, the place of jurisdiction shall be the competent court for the registered office of the Supplier. However, the Supplier is also entitled to bring an action against the Purchaser at any other permissible place of jurisdiction.
3. Should any provision of these Terms or a part of a provision be or become invalid, the remaining provisions and/or the remaining part of the provision shall continue to retain its validity.

XVIII. International contractual partners

In cases where the Purchaser has his branch overseas, the following applies additionally, and where applicable by way of derogation to, the preceding:

1. German law shall apply exclusively.
2. In the event of contradictory contractual offers and declarations of acceptance, the delivery shall constitute a new offer in accordance with the terms of the last declaration by the Supplier.
3. If the Supplier owes the obligation to deliver a particular item, he shall only be obliged to provide a replacement delivery in the event of a defective delivery if he consents to this.
4. The Purchaser shall lose the right to point out the goods' lack of conformity with the contract if he does not notify the Supplier of this within a maximum of 12 months after the goods are actually handed over to him.
5. In cases where one of the provisions of No. XVIII. contradicts the remaining General Terms of Delivery and Payment, the provision in No. XVIII. shall take precedence.
6. The language of the contract is German. In cases where the contractual partners utilize an additional language, the German phrasing shall take precedence.

Note:

The Supplier saves the personal data of his customers. When doing so, he complies with statutory regulations. This storage

takes place for the purposes of processing and executing business transactions that have already been completed and ongoing business, for initiating new contracts and/or for similar business contacts.

As per statutory regulations, the Purchaser may demand information with regard to the personal data about him stored by the Supplier. Should the Purchaser identify a violation of prevailing laws in the conduct of the Supplier, he is to contact the Supplier directly. In the event of a justified claim, the Supplier shall then immediately cease the violation. A written warning or legal enforcement is not required in such cases. Should the Purchaser enforce the violation of prevailing laws via a written warning or legal avenues, the Supplier points out that the Purchaser himself will need to bear the resulting costs due to a lack of danger of recurrence.

Violations of applicable law can be reported anonymously via our whistleblower system. Information on this can be found on our homepage at <https://www.the-horn-group.com/>.

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