

General Terms and Conditions of Sale, Delivery and Payment (GTC) of MSA Components GmbH

1. Scope of Application

1.1 These General Terms and Conditions of Sale, Delivery and Payment ("GTC") shall apply to all business relationships between MSA Components GmbH ("Seller") and its commercial customers, legal entities under public law or special funds under public law ("Customer").

1.2 Any conflicting, deviating or supplementary terms and conditions of the Customer shall only become part of the contract if their validity has been expressly agreed to in text form. This requirement for consent shall also apply if the Seller, being aware of the Customer's terms and conditions, carries out the delivery without reservation.

1.3 Individual agreements with the Customer shall take precedence over these GTC.

1.4 These GTC shall also apply to future transactions with the same Customer without the need for a separate reference to them.

2. Offers and Conclusion of Contract

2.1 Offers made by the Seller are non-binding and subject to change unless expressly designated as binding.

2.2 A contract shall only come into existence after the Customer has placed an order and the Seller has either confirmed the order in text form or delivered the goods.

2.3 The minimum order value per order is EUR 250.00 net (excluding VAT, shipping costs and other ancillary costs). The Seller shall be entitled to reject orders with a lower order value. Any deviating agreements require the Seller's express confirmation in text form.

2.4 Technical modifications, design changes and customary commercial deviations shall remain reserved insofar as they are based on technical developments, are customary in the trade or do not impair the contractual purpose and are reasonable for the Customer.

2.5 Technical data, manufacturer information, specifications, drawings, illustrations and performance descriptions serve solely to describe the product and do not constitute a guarantee, warranty, representation or agreement on quality or condition unless expressly agreed in text form.

3. Prices

3.1 Unless otherwise agreed in an individual case, all prices are ex warehouse plus statutory VAT, packaging, transport, insurance, customs duties, import duties and other ancillary costs.

3.2 The prices stated in the order confirmation shall be decisive unless expressly agreed otherwise.

3.3 If the period between the conclusion of the contract and the agreed delivery exceeds four months, the Seller shall be entitled to redetermine the agreed price at its reasonable discretion (§ 315 of the German Civil Code (BGB)). The changes in market conditions that have occurred since conclusion of the contract shall be decisive for the exercise of reasonable discretion, in particular changes in market prices as well as in the cost and calculation bases relevant to price determination. These include, in particular, changes in material, energy, labor, procurement, transport, financing and other manufacturing costs. Cost increases and cost reductions shall be taken into account equally. The price may only be adjusted to the extent that the changed market conditions affect the value of the performance owed.

3.4 To the extent that the procurement of the goods covered by the contract is wholly or partly based on a foreign currency, changes in the relevant exchange rate shall constitute a change in market conditions within the meaning of Section 3.3. This shall be subject to the foreign exchange risk being stated in the order confirmation.

4. Deliveries and Delivery Times

4.1 Stated delivery periods are non-binding estimates and are provided for guidance only. A binding delivery date requires an express agreement pursuant to Section 4.2.

4.2 Delivery dates shall only be binding if expressly agreed in text form.

4.3 Delivery dates shall be deemed met if, by their expiry, the delivery item has left the Seller's warehouse or the Customer has been notified that the goods are ready for shipment.

4.4 The Seller's compliance with its delivery and performance obligations shall be subject to the Customer's timely and proper fulfillment of all contractual obligations.

4.5 Partial deliveries shall be permissible insofar as they are reasonable for the Customer.

4.6 The Seller shall not be liable for impossibility of or delays in delivery insofar as these are caused by force majeure or other events that were unforeseeable at the time of conclusion of the contract, are beyond the Seller's control and for which the Seller is not responsible. Such events include, in particular, natural disasters, war, terrorist acts, embargoes, official measures, pandemics, industrial disputes, shortages of energy or raw materials, supply chain disruptions, transport disruptions and failure or late delivery by the Seller's suppliers, provided that the Seller is not at fault.

4.7 If the circumstances referred to in Section 4.6 persist, agreed delivery dates shall be extended by the duration of the impediment plus a reasonable restart period. The statutory rights of the parties shall remain unaffected.

4.8 Otherwise, the Seller's liability for delay in delivery shall be governed by the statutory provisions and the liability provisions set out in Section 12 of these General Terms and Conditions of Sale, Delivery and Payment.

5. Shipping and Transfer of Risk

5.1 Unless otherwise agreed, delivery shall be ex works or ex warehouse of the Seller.

5.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer at the latest upon handover to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply if partial deliveries are made or the Seller has assumed additional services.

5.3 Transport insurance shall only be taken out at the Customer's express request and at the Customer's expense.

5.4 Industry-standard over- or under-deliveries of up to 10% shall be deemed to comply with the contract insofar as they are reasonable for the Customer. The purchase price shall be determined based on the quantity actually delivered.

5.5 For reasons of quality, production, storage or transport safety, the Seller shall be entitled to deliver exclusively complete packaging, container or delivery units insofar as this is reasonable for the Customer.

6. Call-off Orders and Blanket Orders

6.1 Call-off orders and blanket orders require an agreement in text form. The Customer shall specify binding call-off dates and quantities, taking reasonable account of the Seller's production and delivery times. The Seller may reject call-off orders without reasonable scheduling or binding call-off planning.

6.2 Unless otherwise agreed for call-off orders or blanket orders, all call-offs must be fully accepted within twelve months of the order confirmation at the latest. After expiry of this period without successful completion, the Seller shall be entitled to deliver and invoice all outstanding remaining quantities in full.

7. Cancellations and Rescheduling

7.1 Cancellations and rescheduling require the Seller's consent.

7.2 Customer-specific products, custom-made products, configured assemblies and specially procured goods are generally excluded from cancellation.

7.3 In the event of an agreed cancellation, the Seller shall be entitled to charge the costs actually incurred, including procurement, processing, storage and administrative costs.

7.4 The Customer shall remain entitled to prove that no damage or substantially lower damage has occurred.

8. Payment

8.1 Invoices shall be payable within 30 days of the invoice date without deduction unless otherwise agreed. Upon expiry of the payment period, the Customer shall be in default in accordance with the statutory provisions without the need for a reminder.

8.2 For new customers or customers with limited creditworthiness, delivery may be made against advance payment, cash on delivery or provision of security.

8.3 From the occurrence of default, the Customer shall owe default interest and, where applicable, the statutory lump-sum compensation for costs of default pursuant to Sections 288 and 247 BGB. Further statutory claims of the Seller shall remain unaffected.

8.4 If the Customer is in default of payment or circumstances become known that are likely to substantially impair its creditworthiness, the Seller shall be entitled to:

- to withhold outstanding deliveries,
- to demand advance payment or security,
- to declare all outstanding claims due in accordance with the statutory provisions.

8.5 The Customer shall only be entitled to rights of set-off or retention insofar as its counterclaims have been finally adjudicated, are undisputed or are ready for decision.

9. Retention of Title

9.1 The delivered goods shall remain the property of the Seller (retained goods) until all present and future claims of the Seller arising from the ongoing business relationship with the Customer have been paid in full.

9.2 The Customer shall be entitled to resell the retained goods in the ordinary course of business. Pledging or assignment by way of security shall not be permitted.

9.3 The Customer hereby assigns to the Seller all claims arising from the resale of the retained goods, including all ancillary rights, in the

amount of the final invoice amount (including VAT). The Seller hereby accepts the assignment.

9.4 Until revoked, the Customer shall remain entitled to collect the claims assigned to the Seller in its own name. The Seller shall be entitled to revoke the collection authorization if the Customer fails to duly meet its payment obligations or is in default of payment.

9.5 Any processing or transformation of the retained goods shall always be carried out for the Seller without creating any obligations for the Seller. If the retained goods are processed together with other items not owned by the Seller, the Seller shall acquire co-ownership of the new item in the ratio of the invoice value of the retained goods to the value of the other processed items at the time of processing.

9.6 If the retained goods are combined or mixed with other items, the Seller shall acquire co-ownership of the new item in proportion to the invoice value of the retained goods to the value of the other items combined or mixed with them. If the mixing is carried out in such a way that the Customer's item is to be regarded as the principal item, it shall be deemed agreed that the Customer transfers proportional co-ownership of the new item to the Seller. The Customer shall hold the resulting sole ownership or co-ownership in custody for the Seller.

9.7 In the event of seizures, confiscations or other interventions by third parties, the Customer shall immediately inform the Seller in text form and notify the third party of the retention of title.

9.8 If the realizable value of the securities to which the Seller is entitled exceeds the claims to be secured by more than 10%, the Seller shall, at the Customer's request, release securities of its choice.

10. Inspection and Notification of Defects

10.1 The Customer shall inspect the goods immediately upon receipt in accordance with Section 377 of the German Commercial Code (HGB).

10.2 Obvious defects must be notified in text form without delay, but no later than seven working days after receipt of the goods.

10.3 Hidden defects must be notified in text form immediately after discovery.

10.4 If proper notification of defects is not made, the goods shall be deemed approved.

11. Warranty

11.1 The warranty period shall be twelve months from the transfer of risk, to the extent permitted by law. Any additional manufacturer warranties granted by the respective manufacturer shall remain unaffected.

11.2 In the event of justified defects, the Seller shall, at its discretion, provide subsequent performance in the form of:

- rectification of defects, or
- replacement delivery.

11.3 If subsequent performance fails, the Customer shall, at its discretion and within the scope of the statutory provisions, be entitled to demand rescission, reduction of the purchase price and damages. Subsequent performance shall only be deemed to have failed after two unsuccessful attempts.

11.4 No warranty shall be provided for damage caused by:

- improper use,
- incorrect assembly by the Customer,
- natural wear and tear,
- unsuitable operating conditions,
- electrostatic discharge (ESD),
- improper processing or storage.

Unless these are attributable to a defect in the purchased goods.

11.5 The Customer shall independently review manufacturer data sheets, technical specifications and application instructions.

11.6 The Seller does not warrant suitability for a particular purpose unless expressly agreed in text form.

12. Liability

12.1 The Seller shall be liable without limitation:

- in cases of intent or gross negligence,
- in the event of injury to life, body or health,
- under the German Product Liability Act,
- in the event of expressly assumed guarantees.

12.2 In cases of ordinary negligence, the Seller shall only be liable for breach of material contractual obligations ("cardinal obligations") and such liability shall be limited to the foreseeable damage typical for the contract.

12.3 Liability for indirect damage, consequential damage, business interruptions, loss of data or loss of profit shall be excluded in cases of ordinary negligence to the extent permitted by law.

12.4 The above limitations of liability shall also apply for the benefit of the Seller's employees, representatives and vicarious agents.

13. Export Control and Compliance

13.1 The Customer undertakes to comply with all applicable export control, customs and sanctions regulations.

13.2 Resale or export to sanctioned countries or to blocked persons is prohibited.

13.3 The Seller shall be entitled to suspend deliveries or withdraw from the contract if export-control-related risks exist.

14. Data Protection

The Seller processes personal data exclusively within the framework of the applicable data protection laws, in particular the General Data Protection Regulation (GDPR).

15. Place of Performance, Place of Jurisdiction and Applicable Law

15.1 The place of performance for all services shall be the Seller's registered office in Attendorn.

15.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Olpe, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law.

15.3 The law of the Federal Republic of Germany shall apply exclusively, excluding German private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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