

## General terms and conditions of Fa. Speed Part GmbH computerized prototype, standing position 04/19

### §1. General

Our offer is aimed at commercial recipients.

The below Terms and Conditions of Sale & Delivery (“T&C”) shall apply to any and all deliveries, services and quotations. Consequently, they shall also apply to all future business relations even if not explicitly agreed again. Upon receipt of the goods and/or services at the latest, the T&C shall be considered accepted. We hereby object any deviating confirmations of the Customer referring to its own terms and conditions. The Customer’s terms and conditions for delivery and/or payment deviating from and/or contrary to the provisions hereunder shall only apply if explicitly accepted and confirmed by us in writing.

We reserve the right to change the present T&C.

### §2. Quotation and Conclusion

Unless explicitly agreed, our quotations shall be subject to confirmation and non-binding, errors excepted.

All orders are to be confirmed by us in writing. Purchase contracts shall not be effective without said confirmation, and solely the content of the same shall be relevant. Agreements made verbally, on the phone or by telegraphic means shall require subsequent written confirmation in order to become binding.

Documents related to quotations (such as illustrations, drawings, specifications in terms of weight or dimensions) as well as other technical data and the DIN, VDE, ISO or other corporate or industry-wide standards referred to, samples, supplier’s data shall only be proximately relevant and do not constitute guaranteed properties.

### §3. Prices

For national deliveries, we charge the prices valid on the date of delivery plus VAT. All prices shall be ex works and exclusive of packaging, shipping and insurance costs and customs fees.

### §4. Delivery Dates

Agreed delivery dates shall require our order confirmation to become binding. In events of force majeure and/or unforeseeable impairments beyond our control occurring after the contract’s conclusion, delivery dates shall extend by a reasonable period of time if suchlike events verifiably materially affect the delivery of goods and services hereunder.

Partial deliveries shall be permissible to a reasonable extent. If Supplier is in default, an adequate grant period shall be given except for deadlines explicitly defined binding in writing. Customer shall be entitled to rescind from the contract if said grant period has expired without Supplier’s delivery of goods or services. Excluding any further claims, Customer shall be entitled to claim compensation for delayed completion for any and all damages arising due to such delay Supplier is responsible for. For each full week of delay, said compensation for delayed completion shall be 0.5% in total; however, no more than 5% of the value of the respective part of the entire delivery, which cannot be used in time or as provided for hereunder as a result of the delay. The aforesaid limitation shall not apply if Supplier is subjected to liability in cases of gross negligence or intent.

### §5. Payment

Unless agreed otherwise, invoiced amounts shall be due for payment in cash strictly net within 14 days.

The aforesaid shall not apply to amounts invoiced for sample facilities and tool expenses, which shall be due for payment in cash immediately, within 8 days.

For commercial transactions, Customer shall pay interest in accordance with § 352, 353 HGB (Commercial Code) as from the invoice’s due date.

A respective notice of default shall not be required to be given.

Checks and bills of exchange shall only be accepted for processing and if explicitly agreed. Payments shall not be deemed made before Supplier is able to dispose of the respective value. The costs arising for the invoiced amount’s transferring shall be borne by Customer. Possible bank discounts, bank and/or collection fees shall also be borne by Customer.

In the event Customer’s solvency changes for the worse in between receipt of the order confirmation and the delivery and/or if Supplier later finds that there are reasonable doubts as to Customer’s solvency, Supplier shall be entitled to

a. demand payment even before the payment term agreed;

b. retain deliveries not yet made;

c. rescind from the contract, whereas the right to claim possible damages shall be reserved;

d. demand the early payment of bills of exchange received.

Any retention of payments and/or offsetting related to possible claims considered and not determined without further legal recourse shall not be permissible.

### §6. Retention of Title

Until all our claims (irrespective of their individual legal grounds) and the credit balance resulting from current accounts have been paid in full, any and all goods supplied shall remain our property.

In accordance with the below provisions, Customer shall be entitled to process and sell the goods within the ordinary course of its business, whereas the aforesaid shall be subject to our revocation at any time.

To the extent Customer process and/or modifies the goods, we shall be the respective manufacturer in the sense of § 950 BGB (Civil Code) and be granted the rights in intermediate and finished products. The processing party shall only be the respective custodian.

If the goods subject to retention of title are processed or combined with items outside our property, we shall become co-owner in the product thus produced to the extent of the reserved goods’ value.

Goods may only be sold within the normal and ordinary course of business if claims resulting from sales have not been transferred to any third party in advance. Any claims the seller is entitled to as a result of selling suchlike products shall be transferred to us upon the contract’s conclusion. The aforesaid shall also apply to the extent that our goods have been processed and combined with other items. In suchlike cases, the claims assigned to us shall serve to safeguard our interests in the value of respectively sold reserved goods. Provided that Customer meets its payment obligations, we shall refrain from collecting assigned claims. However, Customer shall be obliged to disclose garnishees upon request and inform the same on respective assignments even without our instructions to do so. Any amounts collected shall immediately be transferred from Customer to us if any of our claims are due for payment.

Putting the reserved goods in pledge and/or assigning the same as security shall be impermissible. Customer shall immediately inform us on any and all third party access to goods subject to retention of title or claims assigned.

We shall be obliged to release any claims assigned upon our discretion if the same exceed our claims to be secured by more than 25% and originate from fully-paid deliveries.

Supplier shall be entitled to insure the deliverables against theft, breakage, damage by fire or water and/or any other kind of damage at Customer’s expense if Customer fails to furnish proof on having effected suchlike insurance itself.

If Customer violates the respective contract - especially if Customer is in default with payment - Supplier shall be entitled to redeem goods after having warned the Customer in writing. Customer shall, in suchlike cases, be obliged to return the goods in question. If the retention of title is exercised and/or deliverables are seized by Supplier suchlike conduct shall not constitute Supplier’s withdrawal from the contract, unless the Instalment Act is applied.

### §7. Delivery & Purchase Quantities

For production-related reasons, delivery quantities might deviate from the quantities ordered. Customer undertakes to accept the parts delivered in a range of +- 5% of the quantity ordered.

### §8. Shipping, Transfer of Risk, Insurance

Shipping shall generally be ex manufacturer’s works and at Customer’s expense and risk. Transport means and routes ordered by us on behalf of Customer shall be at our sole discretion, unless explicitly agreed otherwise in writing. However, we cannot assume any liabilities for selecting the most budget-friendly shipping. Except for the obligation to assign a hauler duly and in time, we shall not be liable for on-time transportation.

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The goods' shipping and transportation shall be at Customer's risk and expense. Also in the event of partial deliveries and/or if Supplier has also assumed other obligations such as to pay for delivery charges or to provide for delivery services, the risk shall be transferred to Customer upon the delivered goods' dispatch at the latest. In case of delayed shipment for reasons within Customer's responsibility, the risk shall transfer to Customer as from the date of the goods' readiness for shipment. Partial deliveries shall be permissible.

If Customer is in default with accepting the goods we shall be entitled to rescind from the contract and/or claim for damages after expiration of a grant period of 14 days or supply Customer with equal goods subject to the conditions agreed within a reasonably extended delivery term. Possible extra costs arising in relation therewith shall be borne by Customer. We shall provide for goods in transit insurance at Customer's expense if so agreed in writing.

In case of damage events Customer shall be obliged to immediately furnish to us unobjectionable proof of respective damage or loss in transit.

Irrespective of its warranty rights, Customer shall accept purchased goods with negligible defects.

### **§9. Complaints, Warranties**

We guarantee the goods supplied to comply with the specifications defined as per order confirmation. However, we assume no liabilities whatsoever for defects that result from Customer using goods for purposes different than those specified upon the contract's conclusion or for defects resulting from Customer using deliverables contrary to our technical instructions.

Any and all notices of defects and complaints shall be communicated in writing immediately upon the goods' receipt at their destination. Along with notices of defects, Customer shall specify the respective order number and furnish a test log or error list. Written notices of apparent defects in deliveries shall be excluded if not received by us within 5 days after the delivery has been received at its place of destination. The aforesaid shall in particular apply to dimensional deviations.

The guarantee term shall be 2 weeks, in particular for dimensional deviations. We shall exclusively meet our guarantee obligations by correcting goods (or by delivering new goods, at our sole discretion) that verifiably turn out to be unusable or materially impaired with respect to functionality for reasons that occurred before the respective risk was transferred - especially incorrect design, poor material quality or inadequate workmanship. Our guarantee obligations shall furthermore be subject to Customer returning objected goods to us (after receiving our respective confirmation in writing) postage-paid.

3D printed parts, rapid prototyping components as well as other models and components are not long-term stable. Consequently, the guarantee term for our related performance and respective products shall be 2 weeks. Thereafter, any rights to claim for correction shall lapse. Measurement reports shall be issued upon request, if Customer specifies reference dimensions which are confirmed along with the order confirmation. The tolerances for molds and die cast molds made by us are in accordance with DIN 16 742 tolerance group (TG6); however, allowing for min.  $\pm 0.1$  mm.

In the sector of 3D-printed components, rapid prototyping and cast parts of silicone molds as well as when it comes to other samples, prototypes, individual parts, pre-production and small-batch series also rather large dimensional deviations may occur. Goods shall also be accepted in the event of larger dimensional deviations if Customer has not explicitly declared the respective dimensions to be a precondition for the order in question. We assume no liabilities whatsoever for damage resulting from incorrect drawings or CAD data provided by Customer.

The parts delivered by us shall have the following properties, which we do not assume any liabilities and/or guarantees for: deformation by temperature, deformation by incorrect and improper storage, deformation and instability within 1 to 3 post-production weeks despite ideal conditions, unknown reaction (due) to chemical or physical properties, conditions or impact.

Due to the component's sensible nature, Customer undertakes to inform us on possible defects within 3 days upon delivery.

Customer shall only be entitled to rescind from the contract if we fail to provide for correction and/or replacement for defects hereunder within a reasonable grant period. The same shall apply if corrections or replacements are infeasible. However, if defect impair the purchased items' quality

insignificantly only, if properties and quality specifications are not met in full, Customer shall merely be entitled to demand a reasonable reduction in the purchase price.

Customer shall not have any rights to claim guarantee for goods modified by Customer without our consent, if improper means were being used, in case of natural wear and/or if goods were treated careless or improper.

Any further liabilities, especially related to claims for damages irrespective of the legal reason (e.g. liability pursuant to culpa in contrahendo, positive violation of a contractual duty, violation of contractual obligations and the like, rights to claim compensation for direct loss or damage, compensation for lost profits or for damage resulting from inadmissible action) shall be excluded, unless we have caused respective damage or loss by intent or gross negligence.

In general, our obligations to compensate damages shall, irrespective of the individual legal aspect related, be limited to causal damages or loss.

Any and all rights to claims for damages brought forth against us (irrespective of the legal reasons) shall lapse after 6 months.

### **§10. Tools & Equipment, Data**

Unless agreed otherwise in writing, any and all tools, appliances, molds, equipment and the like shall remain property of Speedpart. After completing orders, the same shall be stored for free for the term of 1 year and then be disposed of without further notice. Customer data (CAD data etc.) shall be deleted 1 year after the order's execution without further notice.

### **§11. Place of Fulfillment & Jurisdiction**

Place of fulfillment for any and all deliveries and payments hereunder and place of jurisdiction for any and all disputes arising hereunder shall be the competent courts at the headquarters of Speedpart GmbH. We shall also be entitled to file suits at Customer's place of residence.

Any and all legal relationships resulting from the purchase agreement shall exclusively be subject to German law.

### **§12. Invalidity of Individual Paragraphs, Foreign Law**

If one or more provisions hereunder should be or become invalid, the remaining provisions' validity shall not be affected thereby.

If individual provisions turn to be ineffective or to not be of the same effect as under German law if applied to sales abroad and at the same time it is permissible to reserve the right to foreign law, we shall be entitled to exercise any and all of the respective rights.

If individual countries should subject the validity and effectiveness of general terms & conditions for sales and purchase to the customer's explicit consent, Customer shall be obliged to provide us with its respective consent in writing upon receiving the present T&C.

### **§13. Data Privacy**

Customer declares its consent to our EDP-use, processing and utilization of its data for business-related purposes and as provided by the Federal Data Protection Act.

Customer furthermore agrees to being provided with information and advertising material by e-mail, fax or postal mail even without its explicit consent. The statutory right of revocation shall remain unaffected thereby.