General Terms and Conditions

1. Preamble

1.1. The following General Terms and Conditions apply to all purchase, work delivery, work or service contracts concluded by PVL GmbH (hereinafter: we) as well as similar contracts that we conclude with our customers, unless mandatory statutory provisions conflict with this and unless otherwise specified in the contracts themselves or in our order letters.

1.2. Our General Terms and Conditions apply exclusively. Any general terms and conditions of our customers shall not apply unless we have expressly agreed to their validity in writing signed by one of our General Managers. These terms and conditions shall not become part of the contract even if we have not expressly contradicted them.

2. Contract

2.1. Our offers are always non-binding.

2.2. All offers and ancillary agreements as well as changes and/or additions to them are only binding if they are confirmed by us in the original in writing or in electronic form.

3. Delivery periods and delivery dates, delay in delivery

3.1. The agreed delivery periods and delivery dates are only binding if they are confirmed to us in writing as binding.

3.2. Insofar as binding deadlines have been agreed, they shall not begin to run until the customer has submitted all the necessary documents to us. This also applies analogously to agreed dates that are extended by the period of a delay for which we are not responsible, even without the express consent of the customer.

4. Delivery, shipping, transfer of risk

4.1. Delivery and shipping are at the expense and risk of the customer. The risk shall pass to the customer upon handover of the goods to the carrier.

5. Maturity

5.1. All invoice amounts are due for payment without deduction immediately upon receipt of the invoice. Discounts are not granted.

5.2. Payments are to be made to our bank account, which is indicated on the invoice, stating the invoice and customer number.

5.3. In the event of default, we are entitled to demand an interest rate of 8% above the base interest rate of the Deutsche Bundesbank. At the same time, we reserve the right to assert further damages.

5.4. If the customer is in default with the payment of the invoice despite setting a reasonable grace period, we are entitled to withdraw from the contract, claim damages for non-performance and refuse the further execution of the order.

5.5. The provision in Section 5.4 shall also apply in the event of non-payment of cheques, cessation of payments, opening of insolvency proceedings against the client or rejection of the opening of insolvency proceedings due to lack of assets.

5.6. Complaints about the invoices must be made in writing within 2 weeks of receipt of the invoice.

5.7. We are entitled to demand a reasonable advance on costs.

6. Assignments, offsetting

6.1. Claims of our customer against us can only be assigned with our written consent.

6.2. Offsetting by the customer against us is excluded if the claim is disputed by us or has not been legally established.

7. Transfer of ownership

7.1. We shall retain ownership of the goods until receipt of all payments under the contract. In the event of breach of contract by the customer, in particular in the event of default in payment, we are entitled to take back the goods. The taking back of the goods does not constitute a withdrawal from the contract, unless

we have expressly declared that to be the case in writing. The seizure of the goods by us always constitutes a withdrawal from the contract. After taking back the goods, we are entitled to use them; the proceeds of the sale less our reasonable costs in taking back and re-working the goods are to be set off against the customer's liabilities.

7.2. In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing so that we can can bring an action pursuant to § 771 ZPO.

7.3. The customer is entitled to resell the goods in the ordinary course of business; however, it hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of the claim that accrue to it from the resale against its customers or third parties, regardless of whether the goods have been resold without or after processing. The customer remains authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the collected proceeds, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payment has been suspended. However, if this is the case, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the associated documents and notifies the debtors (third parties) of the assignment.

7.4. Any processing or transformation of the goods by the customer is always carried out for us. If the goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods to the other processed objects at the time of processing. In all other respects, the same shall apply to the item resulting from processing as to the goods delivered under reservation.

7.5. If the goods are inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods to the other mixed objects at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer shall transfer proportionate co-ownership to us. The customer shall keep the resulting sole ownership or co-ownership for us.

8. Data

8.1. Before the start of production, workshop and assembly work, all drawings and technical documents must be discussed with us. The approved documents form the basis of production and assembly. After execution of the work, the customer must send us the drawings, calculations and other technical documents relating to the delivery item in the required number and execution corresponding to the actual execution by acceptance at the latest.

8.2. We reserve all rights to the drawings produced according to our specifications.

9. Confidentiality obligation

9.1. The customer is obliged to regard the orders and the related details as a trade secret, unless an express written agreement to the contrary has been made. This also applies after termination of the business relationship.

9.2. The customer undertakes to impose the obligation of secrecy listed in section 9.1 above on all his employees, agents and/or subcontractors and their employees and to ensure compliance with the obligation by employees, agents and/or subcontractors as well as their employees, also for the time after execution of the order, etc., by appropriate measures.

9.3. The customer is liable for all damages incurred by us as a result of a culpable violation of the above obligations.

10. Warranty

10.1. Claims for defects on the part of the customer presuppose that the customer has duly fulfilled its obligations to inspect and give notice of defects.

10.2. If a defect exists, we are entitled, at our discretion, to subsequent performance in the form of remedying the defect or to deliver a new defect-free item or to provide a defect-free service. Claims for subsequent performance do not exist in the event of only insignificant deviations from the agreed quality or in the case of only insignificant impairment of usability.

10.3. In the event of remedying the defect, we are obliged to bear all expenses necessary for the purpose of remedying the defect, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the goods were taken to a place other than the place of performance.

10.4. The limitation period for claims for defects is 12 months, calculated from the transfer of risk. Measures to remedy defects inhibit the statute of limitations of claims for defects for the duration of the work. The limitation period in the event of a delivery recourse according to §§ 478, 479 BGB remains unaffected.

11. Liability

11.1. We shall be liable to the customer exclusively in accordance with the following provisions. Further warranty and compensation claims of the customer than those stated in these conditions are excluded, regardless of their nature and for what legal reason.

11.2. If we are in default of delivery for reasons for which we are grossly negligent or intentional, we shall be liable for the foreseeable damage incurred by the customer. In the case of ordinary negligence, our obligation to pay compensation is limited to 0.5% for each completed week of delay, in total to a maximum of 5% of the respective order value.

11.3. The customer is only entitled to compensation for non-performance in the amount of the foreseeable damage and only if the delay is based on intent and gross negligence on our part.

11.4. Within the framework of the statutory provisions, we are liable without limitation for damages that we have caused in the provision of the contractual service due to gross negligence or intent. Furthermore, in case of malice and non-fulfilment of guarantees. Liability for damages caused by slight negligence is expressly excluded, unless there is a breach of essential contractual obligations. In this case, our liability is limited to the proven damage foreseeable at the time of conclusion of the contract, typical of the contract, but no more than the order value. Liability for indirect and indirect damages, consequential damages, damage to image, loss of data, loss of profit and unrecognised expenses is excluded in the event of a negligent breach of duty.

11.5. Claims for damages due to injury to life, body and health as well as indispensable claims under the Product Liability Act remain unaffected by this limitation of liability.

11.6. We are not liable for damages caused by incorrect customer information, unless the cause of the defectiveness lies in our area of responsibility.

12. Disruption of the business basis, force majeure

12.1. If circumstances have changed seriously after conclusion of the contract or if unforeseeable events, such as for example force majeure, the provision of a contractual service, cooperation or provision of services, we may demand the adjustment of the contract or withdraw from the contract at our discretion. Force majeure shall be deemed to be any event for which we are not responsible and which cannot be averted by reasonable care, which prevents us from providing the contractual services, cooperation or provision services in whole or in part, in particular natural events, power and line failures that are not included in our sphere of influence, arson, vandalism, burglary, acts of God, pandemic, government actions or prohibitions, sabotage, strikes or lawful lockouts as well as comparable facts.

12.2. In these cases, there are no claims for damages or other claims or rights (including design rights and objections) of the customer.

12.3. If, after conclusion of the contract, a threat to our claim to remuneration becomes apparent, we may demand advance payment or security. After fruitless expiry of a reasonable period set for the customer, we are entitled to withdraw from the contract or to demand damages instead of performance. In this case, all our claims must be fulfilled immediately and in full by the customer, without prejudice to agreed payment terms.

12.4. If wage and material costs increase not only insignificantly after conclusion of the contract, we can adjust the delivery price appropriately or, if the customer objects to the price increase, withdraw from the contract.

13. Place of performance, place of jurisdiction

13.1. Place of performance and exclusive place of jurisdiction for all mutual claims and obligations is Cadolzburg

or the registered office of the relevant branch.

13.2. The contract, including the future legal relationship between us and our contractual partners, is exclusively subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

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