

## **GENERAL TERMS AND CONDITIONS (GTC) FOR THE GOODS AND SERVICES OF GERWECK GMBH**

As of Januar 2024  
IN-C1-125

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### **1. Scope of applicability**

**1.1** These terms and conditions apply only to entrepreneurs according to Section 14 of the German Civil Code (Bürgerliches Gesetzbuch; BGB) and not to consumers.

**1.2** We only deliver goods and services in accordance with these terms and conditions. We do not recognize contrary or deviating conditions of the customer unless we have explicitly agreed to them in text form.

**1.3** Our general terms and conditions also apply to future business dealings, even if we should not explicitly mention them in each individual case.

### **2. Offer, order, documents, closing of contract, changes**

**2.1** Our offers are subject to alteration and nonbinding, unless they have explicitly been designated as a binding offer in text form.

**2.2** As a rule, we must receive an order 12 weeks before a desired delivery date. As part of the placing of the order, the customer is to make all documents necessary for fulfilling the order available to us. This concerns in particular technical drawings, inspection documents, raw material analyses etc. The customer especially has to report his punching oils for the specific product before processing of the order begins. The customer is responsible for the accuracy of these documents and statements. We are not liable for defects due to errors in these documents or statements.

**2.3** Our written order confirmation is decisive for the order, in particular the scope of services, the delivery date and the price. Our order confirmation can be issued within 10 working days after placing the order (purchase order) unless a longer acceptance period is stipulated. We do not accept shorter deadlines specified by the customer. Should the customer have objections to the content of the order confirmations, he must object to these without delay. Otherwise the contract, as specified in the order confirmation, is agreed upon. In case of deviations of drawings, the performance specification in the order confirmation is decisive. In the exceptional absence of an order confirmation from us, the scope of performance shall be based on the service provided by us.

**2.4** Compliance with and testing of general tolerances, shape and positional tolerances, fit sizes, SPC, base sizes, press-in forces, insertion forces, extraction forces, roughness are not part of our services. Unless an express agreement is made, we will neither examine nor confirm these requirements, even if they are stated in the customer's drawings and the customer orders with reference to drawings. If changes to the service content are necessary due to missing or incorrect information from the customer, we are entitled to perform these changes. The customer has to reimburse us the costs or damages resulting from this.

**2.5** We retain unrestricted ownership and copyright exploitation rights on all drawings, cost estimates, and other documents. Upon request these documents must be returned to us without delay. There is no right to retention. They may not be made accessible to third parties without our prior written consent.

### **3. Delivery, transfer of risk, variations in quantity or weight**

**3.1** The delivery time results from the agreements reached according to the order confirmation. Compliance with them requires that all commercial and technical issues have been resolved and the customer has fulfilled all his obligations. In particular, that he has provided us with the documents pursuant to No. 2.2 and has complied with the obligations pursuant to 4.1 and 4.2 upon delivery of the goods to be processed. The technical questions to be clarified include in particular quantity, design, coating, indication of the correct drawing number and the correct drawing index, as well as the correct material number (electroplating number) by the customer. If this is not the case, the delivery time shall be extended appropriately. This does not apply if we are responsible for the delay.

**3.2** Unless the delivery times have been agreed upon contractually, our statements on delivery times are non-binding. If a calendar week has been agreed upon as the delivery time, we have the right to deliver our goods and services until up to and including Sunday of that calendar week.

**3.3** If non-compliance with delivery time is due to force majeure, labour disputes or other events beyond our control, the delivery time will be extended accordingly. This also applies if our supplier does not self-deliver in a timely manner, if we have concluded a congruent hedging transaction. We will inform the customer about delays without delay and at the same time inform them about the new expected delivery period.

**3.4** The delivery deadline has been met if the delivery item has left our plant at that point or if it has been reported as being ready for dispatch. If shipment or acceptance of the delivery item is delayed due to reasons for which the customer is responsible, the customer will be billed for the costs incurred due to the delay, beginning one month after notification of readiness for dispatch or readiness for acceptance respectively.

**3.5** Shipping and transportation of the goods are carried out at the customer's expense and risk. The risk is transferred as soon as the goods leave our site.

**3.6** We are entitled to partial deliveries, as long as this is not unreasonable for the customer.

**3.7** If we are in default in delivery we are liable for the damages incurred by the customer due to the delay in cases of gross negligence. Our liability for damages due to delay is excluded in case of slight negligence.

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**3.8** For process-related reasons, the quantities and weights actually delivered can deviate from the quantities and weights mentioned in the delivery notes or the labels accompanying the materials by +/- 1%. These deviations of up to 1% are within tolerance and do not justify any claims against us.

### **4. Products provided / receiving inspection**

**4.1** The customer has to deliver the goods to be processed at least 10 working days before a specified delivery date in such a way that the product name, unit quantity, gross and net weight can be clearly identified via the delivery note and a clear assignment to our order confirmation is possible. The quantity delivered must correspond to the quantity stated in our order confirmation. It must be possible to clearly identify the material via the material number (electroplating number) to be stated by the customer in the delivery note. It must be possible to clearly allocate the delivery via the order number of our order confirmation to be stated by the customer in the delivery note or at least the order number according to the purchase order.

**4.2** Furthermore the customer is responsible for ensuring that the goods provided can be electroplated, in particular that there is no unapproved punching oil, not too much punching oil, no damaged coils, no camber and no torsion of the belt materials.

**4.3** Upon intake we only inspect the customer's goods with regard to external damages of the packaging, carton and coils. Damages discovered will be reported to the customer within 10 working days.

**4.4** Should the material provided by the customer be damaged during manufacturing due to a violation of the obligations specified in 4.1 or 4.2 by the customer, we are not liable for the damages incurred. The same shall apply if a breach by the customer of obligations under 4.1 or 4.2 leads to delays in delivery. If we incur damages as a result of the customer's breach of obligations under 4.1 or 4.2, the customer shall compensate us for such damages.

### **5. Prices / offset and retention**

**5.1** The prices in the order confirmation are decisive. Our prices are ex factory and do not include freight, postage, insurance, customs, other expenses and statutory value-added tax.

**5.2** If orders are processed via precious metal provision, we charge an additional 3% per gramme of precious metal deposited on the precious metal stake shown in the offer. This will be debited to the customer's precious metal account.

**5.3** If, after conclusion of contract but before execution of the order, costs should increase in a manner we could not have predicted, for example, through increase in wage or material costs, we have the right to adjust the prices according to the changed circumstances.

**5.4** If we incur additional costs in the execution of the contract for the provision of services required that were not known to us when concluding the contract, we are entitled to charge the customer correspondingly. Particularly when the coating material thickness, or coating heights do not match the documents sent by the customer at conclusion of the contract, or if the customer violates obligations according to 4.1 or 4.2 when delivering the material to be processed.

**5.5** If, after sampling inspection, a need for change results, for example, regarding reel-to-reel guide, pulleys, degreasing etc., we inform the customer of this after sample processing. We inform the customer of a resultant change in price before the next production.

**5.6** The price for solid strips is always calculated based on the coated material weight.

**5.7** Our invoices are due immediately upon receipt and, unless otherwise agreed upon, are payable to us within 30 days of receipt without any deduction. A deduction for discount or rebate requires a separate agreement and even then is only permissible for new invoices if all invoices due until then have been paid in full.

**5.8** On invoice amounts an interest of 9 percentage points above the base rate is payable from the due date even without a reminder. The same applies to partial amounts due as far as partial payments are made.

**5.9** As long as due invoices are not paid by the customer, we are entitled to assert a right of retention with respect to processing new orders owed by us.

**5.10** Bills of exchange and cheques shall only be accepted on account of payment on the basis of a written agreement and shall only be deemed payment after unconditional crediting. Discount charges and all other costs associated with the bill of exchange or cheque are to be borne by the customer and are due immediately after payment.

**5.11** If there are facts that point to a significant deterioration of the financial situation of the customer, we are entitled to declare all claims due immediately. Also, we have the right in this case to demand advance payment or corresponding security. If this is not complied with, despite a deadline having been set by us, we are entitled to rescind the contract.

**5.12** The customer may only offset undisputed or legally established counterclaims against our payment claims. A right of retention may only be asserted by the customer if it is based on the same contractual relationship.

### **6. Precious metals account / price of precious metals**

**6.1** Insofar as we keep a precious metals account for customers in connection with the delivery of precious metals, the following provisions shall apply.

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**6.2** For the establishment of the precious metals account, we charge the customer € 350.00 plus value-added tax per type of precious metal.

**6.3** The customer must provide us with the agreed amount of precious metal at least 14 days before delivery of the goods to be plated as a credit on the precious metals account. As long as the amount of precious metal is not available to us, we are entitled to a lien. If this results in delays in delivery, we are not responsible.

**6.4** Precious metals accounts are current accounts, on which the claims arising from the purchase and sale of precious metals in the agreed type and quantity are posted. Bookings are made according to weight amounts in grammes of the quantities agreed.

**6.5** Bookings on precious metal accounts justify in personam claims, they do not establish ownership and therefore no in rem restitution claims.

**6.6** Precious metals accounts may only show a negative balance, if this is specifically agreed upon with the customer. Balances on precious metals accounts do not yield interest.

**6.7** The customer receives an accounting settlement regarding all bookings on precious metals accounts, which denotes the current balance. This statement shall be binding if the customer does not object in writing within a period of 2 weeks after receipt of such a settlement. We will inform the customer in every settlement on the importance of the absence of objections.

**6.8** Precious metal prices are based on the current rate of the day of the delivery note date. Decisive are the opening prices, prices fabricated, as published by the Allgemeine Gold und Silberscheideanstalt AG ([www.allgemeine-gold.de](http://www.allgemeine-gold.de)).

The indium price is calculated based on the purchase price of indium sulfate plus a processing surcharge.

**6.9** The precious metal input weights stated in our offers, order confirmations and invoices regularly include a process-related loss of precious metal. The agreed precious metal input weight shall remain decisive for invoicing even if this precious metal loss is taken into account.

### **7. Sampling inspection / release**

**7.1** A sampling inspection takes place before the processing of parts in series, unless otherwise agreed. To this end, the customer has to provide us with the necessary parts and the interleaving paper. After carrying out the sampling, we create an initial sample test report, which as a rule records coating thickness, adhesive strength and visual inspection. If agreed upon, other requirements may be the subject of the initial sample inspection report, these are chargeable.

**7.2** After delivery of the first samples with the initial sample test report, the customer must verify this and within a reasonable time declare release, if no defects are present. The release can also be expressed in such a way that the customer places an order for processing of parts in series after receipt of initial sample inspection report. The commission then is the release statement.

**7.3** The initial sample test report is the basis for the serial processing of the parts by us. Only the requirements specified in the initial sample test report shall be checked by us and complied with during processing. Other requirements specified by the customer, for example in his drawings, shall only become part of the contract if they are included in the initial sample test report.

### **8. Rejects / quality control / control samples**

**8.1** It is expressly pointed out to the customer that due to technically related reasons in processing of parts by way of surface treatment, a different proportion of rejects is unavoidable. Particularly in the case of sampling according to No. 7, an increased proportion of rejects is possible. The following regulations apply for reject rates:

- a) When processing barrel plating the rejection rate per barrel batch up to 1,000 parts is 10%, up to 10,000 parts 7.5%, up to 50,000 parts 5%, up to 100,000 parts 2.5% and from 100,000 parts is 1.5%. Without an 100% control ordered, in individual cases reject parts can be delivered up to the abovementioned quota.
- b) When processing rack plating the reject rate for deliveries up to 100 parts is 10%, up to 1,000 parts it is 5%; up to 10,000 parts it is 2,5% and from 10,000 parts onward it is 1.5%. Without an 100% control ordered, in individual cases reject parts can be delivered up to the above-mentioned quota.
- c) In the processing of reel-to-reel materials, the reject rate in deliveries up to 150m in individual cases is 100%, from 150m is 25%, from 300m it is 15%, from 500m it is 5% and from 1,000m it is 2.5%.
- d) For control samples from the processing of reel-to-reel goods, additionally about 1 m of material is needed (standard 1x raw; 2x finished material) per reel and coil. For the processing of rack and barrel goods the same sampling provisions per rack and batch apply. These amounts are not included in the abovementioned reject rates under a) b) and c).
- e) In addition to the quotas a) b) and c) further samples are approx 1m needed for measuring coating thickness, adhesive strength and, if necessary, solderability and possible further required quality tests . These amounts are not

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included in the above-mentioned reject rates under a) b) and c).

- f) For each coil, or for every ring at the end 2 m of waste is incurred for reel connections. In addition, for each strip break in the raw material, a further 2m of rejects are incurred for strip splices. This amount is not included in the above-mentioned reject rate c).
- g) If strip interruptions are not properly marked or inadmissible reel-to-reel connections exist (for example, tape, wire, etc.), this may result in a system stoppage. This results in a waste of 150 m, which accrues in addition to the above-mentioned reject rate c).
- h) Reduced coil sizes / quantities, damaged or deformed coils, camber and torsion of the reel-to-reel materials can also lead to waste, which does not count among the above provisions.
- i) Especially with initial samples and initial batches the system settings must be determined. Therefore, no reject rate in initial sampling is assumed, as a total loss of the material may occur.
- j) With reel materials with 2 reel cycles, the reject rate is doubled compared to the above amount under c).
- k) Due to certain part geometries or special processes, in particular spot technology, tesa technology, plating of AISi strips, the reject rate may deviate from the above regulations. In these cases, the reject rate is determined in the course of the project phase.
- l) If the calculation of the scrap quantity for solid strips results in a reject rate of less than 120m, depending on the material dimensions and the order size, there may still be a minimum reject rate of 120m, which can also be doubled in the case of 2 strip cycles.

**8.2** The customer does not have to pay for parts that accrue as rejects at Gerweck. Compensation claims by the customer for the rejects can only be asserted against us if we are responsible of gross negligence in regard to the rejects. The customer will be provided with the rejected parts at his request if he beforehand reimburses us the value of the coating applied on these rejects, in particular precious metal content.

**8.3** If the amount of rejects lies above a reject rate provided for in the provisions, we can, after consultation with the customer, either return the material in exchange for the calculation and payment of the precious metal or provide the customer with credit for the non-usable material.

**8.4** Required quality tests on parts to be processed can cause these parts tested to be destroyed and no longer be useable. The number of parts to be tested depends on the order quantity and the required test specifications. Destructively tested parts and control samples which are used for quality assurance are to be paid for by the customer.

### 9. Customer's obligations to inform

**9.1** Unless corresponding indications are not be found in the documentation under 2.2, the customer has to provide us with all the necessary information required for proper processing of the parts at the latest on delivery of the parts to be processed. These include in particular details regarding the treatment of the parts, as well as the application and further processing of the components or use, e.g. soldering, welding, bonding, optics (camera control).

**9.2** The customer is obligated to inform us if the use of the parts to be treated is associated with particular risks. This applies particularly to the use of components in safety-relevant areas, such as the automotive, medical or aerospace field.

### 10. Material defects

**10.1** The customer is obliged to check parts delivered to him without delay for any apparent defects and to give notice of defects without delay in text form. We must be informed in text form about hidden defects without delay after their discovery by the customer. If the customer breaches the obligation to immediately inspect and give notice of defects, our deliveries and services shall be deemed approved.

**10.2** Insofar as defects are recognizable to the customer, he has to provide us with samples showing the alleged defects for analysis within 10 days. Should the complaints of the customer turn out to be unjustified, the customer has to, on request, reimburse us for our expenses incurred for testing.

**10.3** If there is a defect attributable to us, we are entitled to supplementary performance by eliminating the defect. To this end, we must be given appropriate time by the customer. If repair is technically not possible, it is rejected by us, it has failed or is unreasonable for the customer, the customer can assert further legal rights. If the customer performs rectification himself, but the conditions mentioned are not met for this, he can only assert claims against us inasmuch as we have expressly agreed to this.

**10.4** If tolerances, dimensions etc. according to No. 2.4 are not complied with, this shall only constitute a defect if compliance with these conditions has become part of the contract. In the case of series deliveries, this requires inclusion in the initial sample test report. Claims by the customer based on defects do not exist if the customer or a third party has improperly influenced our goods/services, or has used the parts knowing of the defect. In these cases, liability by us will be considered



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only if the customer can prove that the deficiencies have neither in whole nor in part been caused by the aforementioned effects.

**10.5** A certain coating thickness must be maintained at the agreed measurement points. A deviation of the coating thickness, outside the agreed measurement points does not constitute a defect. As to whether an agreed thickness is adhered to, the point in time at which the coated part leaves our company is decisive. For the exact determination of the coating thickness, the X-ray fluorescence coating thickness measurement (RFA) exclusively is relevant.

**10.6** Coatings, in particular of silver and tin, are subject to natural ageing. This does not constitute a defect. The customer should note that the ageing process can be delayed via special protective coatings.

**10.7** Especially with basic materials made from copper and its alloys secondary reactions in the form of oxidation can occur. This does not constitute a defect. Likewise, it does not constitute a defect if reactions of the base material with process or rinsing solutions occur during processing in non-coated areas.

**10.8** Colour deviations and optical variations do not constitute a defect. The decisive factor is whether the surface corresponds to the properties assured by Gerweck. In the event of a dispute, the retained samples properly stored at Gerweck shall be decisive.

**10.9** Measuring and testing methods as well as measuring and testing equipment must be defined by the customer in the project phase and provided if required. Characteristics that are not mentioned in these GTC must be defined by mutual agreement and in writing and the warranty period must be specified. Otherwise, no warranty can be assumed for such properties.

**10.10** The customer is advised that he must comply with the following conditions for transport, storage and further processing. If faults or damages occur due to a breach of this obligation, we do not accept any warranty or liability for this.

### 10.10.1 Conditions for storage

For the warranty-compliant storage of our products, the usual storage conditions in the automotive sector apply according to DIN EN IEC 60721-3-1. For usual storage conditions for electromechanical connecting elements, the regulations according to EN 60721-3-1 class 1K21 / 1Z2 / 1B1 / 1C2/1S11 / 1M11 apply.

The conditions specified refer to a closed storage place with limited temperature control and no humidity control.

The following are the standard values of the climatic conditions (according to 60721-3-1 class 1K21)

Air temperature +5 - 40°C	Relative humidity 5 - 85 %
Max. temperature change 0.5°C/min	Absolute humidity 1 - 25 g/m <sup>3</sup>
Air pressure 70 - 106 kPa	Max. solar irradiation 7 W/m <sup>2</sup>
Air movement 1.0 m/s	No dewing permitted
No precipitation permitted	No rain, no driving rain permitted
Snow load not permitted	Water (except rain) not permitted
Ice formation and icing not permitted	Heat radiation of the type that can occur on heaters is permissible

### Further chemical influences

Pollutant levels such as those that occur in urban areas with industry or heavy traffic are permissible, at least for a short time. Silver surfaces are to be protected separately from these influences.

### Typical quantities of chemically active substances

Salty fog (road, coast...) limited*	Sulphur dioxide max. 1.0 mg/m <sup>3</sup>
Hydrogen sulphide max. 0.5 mg/m <sup>3</sup>	Chlorine max. 0.3 mg/m <sup>3</sup>
Hydrogen chloride max. 0.5 mg/m <sup>3</sup>	Hydrogen fluoride max. 0.03 mg/m
Ammonia max. 3.0 mg/m <sup>3</sup>	Ozone max. 0.1 mg/m <sup>3</sup>
Nitrogen oxides [eq. to SO <sub>2</sub> ] max. 1.0 mg/m <sup>3</sup>	

\*insofar as it is unavoidable during transport and the effect only occurs on packaging

### Mechanical influences

The storage rooms must be closed and may not be located in the vicinity of dust or sand sources. Special, additional protective measures for the entry of dusts are not necessary unless required by the specifications. Vibrations that exceed the level caused by air conditioning systems, machines or passing vehicles are to be avoided.

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### 10.10.2 Conditions for transport

Influences outside the conditions and limits mentioned are only permitted for transport for a maximum of 24 hours. The goods must also be protected during transport from excessive concentrations of chemically active substances, especially exposure to sulphur compounds and halides. The limit values for chemically active substances mentioned under 10.10.1 must also be complied with during transport. Silver-plated and tin-plated surfaces in particular react especially sensitively to environmental influences and must also be protected accordingly during transport.

### 10.10.3 Conditions for further processing

The conditions and maximum values mentioned under 10.10.1 are to be observed during further processing and are only permissible to the extent that they cannot be avoided by the respective production technology. Humidity and temperature in particular influence the ageing of the surfaces. The guideline values for climatic conditions mentioned under 10.10.1 also apply accordingly to further processing. Silver-plated and tin-plated surfaces are particularly sensitive to environmental influences and must be protected accordingly during further processing.

**10.11** Provided that the conditions for transport, storage and further processing specified under 10.10 are complied with by the customer, we assume the following warranty

#### 10.11.1 Warranty for layer thickness

24 months if the conditions mentioned above are met. The coating thickness measurement by means of an X-ray fluorescence spectrometer (X-Ray / XRF) is decisive.

**10.11.2** Warranty of the solderability The solderability of tin surfaces depends on many parameters. For tin surfaces, appropriate storage and specification of the layer thickness must ensure that sufficient tin metal is present on the solder joints.

- a) Sn surfaces between 1 and 3µm: 3 months if the above conditions are met
- b) Sn surfaces >3µm: If the above conditions are met, 6 months

#### 10.11.3 Warranty of weldability

Weldability depends on many parameters, especially the welding process and the welding conditions. Therefore, the durability must be determined in the project phase. Only then can a warranty be given.

#### 10.11.4 Warranty on silver-plated surfaces

Silver reacts with sulphur from the environment and forms silver sulphide. Passivation can delay the reaction but not prevent it.

- a) Warranty Ag surfaces not passivated: 3 months if the above conditions are met

- b) Warranty Ag surfaces passivated: 6 months if the above conditions are met

The warranty for Ag surfaces only applies if sulphurfree packaging is used.

#### 10.11.5 Warranty Sn surfaces:

- a) for layer thicknesses up to 2.0µm 3 months
- b) up to 6 months for layer thicknesses above this. A further 2 months for a nickel barrier layer > 1.27 µm.

The tendency of Sn surfaces to form whiskers depends on many influencing factors. By adhering to certain specifications and conditions, the tendency towards whisker formation can be reduced, but not completely avoided.

#### 10.11.6 Warranty on Cu surfaces

Copper surfaces that have been electroplated are very active and can only be stored to a limited extent. Colour deviations, optical variations or local corrosion do not constitute a defect and no warranty can be assumed for them.

#### 10.11.7 Warranty on Au surfaces

Gold can form a local element with the underlying material, which greatly accelerates the corrosion of the base material. Therefore, the warranty only applies with a nickel barrier layer > 1.27µm

- a) Warranty Au surfaces <0.8 µm: 12 months if the above conditions are met
- b) Warranty Au surfaces >0.8µm: 24 months if the above conditions are met

#### 10.11.8 Warranty on bondable surfaces

The durability of bond surfaces depends on many parameters, especially bonding method, bonding wire and bond surface. Therefore, the durability must be determined in the project phase. Only then can a warranty be given.

#### 10.11.9 Warranties of other coatings

The warranty period of properties of other coatings that are not expressly mentioned in these GTCs must be jointly determined and fixed in writing during the project phase. If no determination is made, no warranty can be assumed.

## 11. Compensation for damages

**11.1** We are liable for damages, for whatever legal reason, in cases of intent and gross negligence. In cases of simple negligence, we are only liable

- a) for damages resulting from injury to life, limb or health;
- b) for damages resulting from the breach of substantial contractual obligations (obligations whose fulfillment makes the proper execution of the contract possible in the first place and on the abidance by the customer

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regularly relies on and may rely on); in this case our liability is limited to compensation for the foreseeable, typically occurring damage.

**11.2** These limitations do not apply if we have fraudulently concealed a defect, have given a guarantee of the quality of the goods and for any liability under the Product Liability Act (Produkthaftungsgesetz).

**11.3** A fault of our legal representatives and vicarious agents is attributable to us.

**11.4** The legal provisions regarding the burden of proof remain unaffected by the above provisions.

**11.5** If damage occurs to the material to be plated through our fault, we shall reimburse the customer for the production costs demonstrably incurred by the customer for this material. We shall be liable for any consequential damages incurred by the customer, such as production downtime, loss of profit, etc., in cases of intent and gross negligence. In the event of slight negligence, our liability for consequential damages shall be limited to the amount that we have agreed with the customer as remuneration for the fulfilment of the order, excluding precious metal.

### **12. Limitation of claims**

**12.1** Unless indicated otherwise in the following, the general limitation period for claims of customers based on material and legal defects shall be one year from delivery. This limitation also applies to the contractual and non-contractual claims of the customer for damages based on a defect in the goods.

**12.2** The statutory limitation periods apply

- a) for claims for damages arising from injury to life, limb or health;
- b) for liability under the Product Liability Act (Produkthaftungsgesetz)
- c) if we have fraudulently concealed a defect;
- d) where we have assumed a warranty;
- e) as far as it concerns a building or a thing that has been used in accordance with its usual purpose for a building and has caused its defectiveness;
- f) for claims in recourse against suppliers in the final delivery to a consumer (Section 479 German Civil Code; BGB).

### **13. Property / reservation of proprietary rights / lien**

**13.1** If precious metals, auxiliary materials or other things in our ownership are processed, connected or mixed with the parts owned by the customer and provided for processing, we shall acquire co-ownership

or sole ownership pursuant to Section 947 German Civil Code (Bürgerliches Gesetzbuch; BGB) of the new item in proportion to the value of our services to the value of the parts belonging to the customer at the time of processing, combination or blending.

**13.2** If processing, connection or combination occur in such a way that the part of the customer is to be regarded as the main item, it is agreed that the customer transfers proportional joint ownership to us.

**13.3** If we acquire ownership of the property in accordance with Section 947 German Civil Code (Bürgerliches Gesetzbuch; BGB) or Section 950 German Civil Code (Bürgerliches Gesetzbuch; BGB), we reserve the ownership of these goods until settlement of all existing claims from previous contracts with the customer.

**13.4** The customer is entitled to resell the object to which we have retained title, in the ordinary course of business, subject to permissible revocation for an important reason. In the case of resale, the customer cedes all claims stemming from the resale, in particular claims for payment, but also other claims in connection with the sale, to us, in the amount of our final invoice (including value-added tax).

**13.5** In case the delivery item is in such a way connected, mixed or blended with movable property belonging to the customer, that the customer's item is to be regarded as the main item, the customer hereby transfers co-ownership of the whole thing to us now. Our share of co-ownership is in relation to the value of the delivery item as compared to the value of the other combined, mixed, or blended items. The customer shall hold the property free of charge for us. If the delivery item is in such a way connected, mixed or blended with movable property of a third party, that the goods of the third party are to be regarded as the main item, the customer cedes his claims for compensation against the third party, which he is entitled to, to us up to the amount corresponding to the final invoice amount attributable to the delivery item.

**13.6** Due to all claims against the customer, we shall have a lien on the items owned by the customer, which came into our possession due to the contract. The lien may also be asserted for claims for services and supplies executed prior, insofar they are connected to the subject of services. For other claims arising from the business relationship the right of lien exists, as far as these claims are uncontested or have been determined as legally binding by a legal authority.

### **14. Prototypes**

The prototypes provided to us for processing are only intended for further processing as samples and do not correspond to the specification in the series process. If prototype parts are used for series production, Gerweck shall not be liable for any resulting damages.



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### **15. Confidentiality**

All business or technical information made available to the customer by us, if and when it is not demonstrably public knowledge, has to be kept secret from third parties and may be made available to third parties by the customer only with our written consent, whereby the third party must also be obliged to secrecy. The customer may only use this information in connection with the order or the subsequent use of the object according to the order itself. The customer is obliged to maintain confidentiality of the documents and information even after the respective contract has been completed. Reproduction is only permitted within the scope of operational requirements and copyright provisions. At our request, all information originating from us has to be promptly and fully returned to us or destroyed. Information, for the purposes of this agreement, encompasses all data, plans, programmes, knowledge, experience, know-how, regardless of the type of record, storage or transmission, and also regardless of whether this information is explicitly or implicitly referred to as secret or confidential.

### **16. Place of fulfilment, place of jurisdiction, applicable law**

**16.1** Place of delivery, payment and all other obligations under the contract is, unless otherwise agreed upon, Bretten.

**16.2** Place of jurisdiction for all litigation resulting from the contractual relationship, its creation and its effectiveness for both parties is the headquarters of our company, if the customer is a merchant or legal entity under public law. Alternatively, we can also choose to bring legal action at the customer's legal seat.

**16.3** The contract is subject to German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

**This translation is for information purposes only.  
Legally binding is the German original.**