



GTC

General Terms and Conditions of Delivery & Payment

Gießerei HEUNISCH GmbH

Gießerei HEUNISCH, Steinach GmbH

Slévárna HEUNISCH, s.r.o.



Our products and services are provided exclusively based on the following Terms and Conditions. Other terms and conditions of the Buyer do not apply, not even if we provide products unconditionally in knowledge thereof. Our Terms and Conditions do not apply to consumers within the meaning of Section 13 of the German Civil Code [Bürgerliches Gesetzbuch, BGB].

Our Terms and Conditions apply to all future transactions with the Buyer from an existing business relationship. Any agreements concluded between us and the Buyer for the performance of a contract must be documented in writing in the contract. Changes and additions to the contract must be made in written form.

1 Definitions

„HEUNISCH“ shall be the company specified in the quotation or, alternatively, in the order confirmation if such a document exists.

„Customer“ shall be the company that accepts HEUNISCH's offer or, alternatively, the company that submits to HEUNISCH an offer to conclude a delivery contract, which offer is accepted by HEUNISCH.

„Product“ shall be the item that constitutes the object of a contract concluded between Customer and HEUNISCH.

2 Scope

- 2.1 The following terms and conditions of sale shall apply only where companies, legal entities under public law, or special funds under public law are involved.
- 2.2 The following terms and conditions of sale shall apply exclusively. HEUNISCH will not accept any conditions which Customer may make that run counter to or deviate from these present conditions, unless these are conditions of purchase that conform to the recommendations of the Association of the German Automobile Industry e.V. (VDA) regarding general terms and conditions for the purchase of production material and spare parts destined for use in automobiles in the version of 15-09-2015, or that have been expressly accepted as valid in writing by HEUNISCH. The following conditions shall continue valid if HEUNISCH should fill an order without reservation even though fully aware of Customer's conditions that run counter to or deviate from his own.
- 2.3 To the extent that Customer's conditions conform to the aforementioned VDA conditions they shall take precedence over the latter whenever they deviate from HEUNISCH's conditions.
- 2.4 Where business relations are continuous the aforementioned conditions shall similarly apply to any subsequent contracts.

3 Examination of the requirements applying to products and services

- 3.1 Whenever Customer informs HEUNISCH of the use to which he intends to put the products or services ordered by him, HEUNISCH's quotation will be based on the assumption that the issues addressed in subsequent questions are not relevant for the product demanded by Customer, provided that Customer has not previously communicated relevant information to HEUNISCH through other channels. In the event of one or more of the subsequent questions being relevant in any way, Customer shall be bound to inform HEUNISCH of the fact before HEUNISCH enters into any obligation vis-a-vis Customer.

In the event of the RFT containing any unspecified requirements regarding

- 3.1.1 the packaging of the product and its delivery to the Customer (blister packaging, use of a specific packaging material, cleanliness requirements, handling of the Customer's own transport devices);
- 3.1.2 the handling of the product at the Customer's site (robustness, impact and vibration resistance, drop heights);
- 3.1.3 the storage of the product at the Customer's site (insensitivity towards environmental factors such as light, humidity, temperature, air pressure, and the inherent durability of the product);
- 3.1.4 production at the Customer's site;
- 3.1.5 the requirements applying to the product as part of the overall system (robustness, impact and vibration resistance)
- 3.1.6 the influence of the product on its system environment;
- 3.1.7 the influence of the system environment on the product;
- 3.1.8 time-dependent factors such as wear and tear or material fatigue in a specific installation position;
- 3.1.9 the influences of the overall system on the product;
- 3.1.10 the influences of the product on the overall system;
- 3.1.11 the influences of the users of the system as a whole (e.g. soiled work clothing, rough handling, substandard user training);
- 3.1.12 the influences of legal regulations (as far as known to the user);
- 3.1.13 factors that deviate spatially, technically, or temporally from the conditions that are normally expected or that should be expressly mentioned (e.g. climatic conditions, average duration of use, shaking, rocking or vibrating motions);
- 3.1.14 factors that result from the intended use of the product under particular regional, climatic, or legal conditions;
- 3.1.15 factors which, to the extent that they do not belong to the scope of the original order may impact the function, the functionality and/or the service life of the product within the environment of the overall system;
- 3.1.16 non-conformances on customer's part regarding the commonly assumed quality and/or use of consumables and accessories;
- 3.1.17 requirements applying to the product to be delivered by HEUNISCH with regard to its future installation or its future processing;
- 3.1.18 requirements regarding mechanical, thermal, or electrical robustness, electrostatic compatibility, or handling which may possibly require a modification of the product;
- 3.1.19 a need for certain interface parameters for purposes of validation, including test procedures, test methods, and test equipment;
- 3.1.20 awareness on the part of the Customer of legal and regulatory requirements deviating from the requirements that apply normally.

- 3.2 Deviating from Sect. 8.4.2.2 IATF 16949 (in the version of 01-10-2016) and Sect. 8.6.5 IATF 16949, parties hereby agree that there is no obligation on the part of HEUNISCH to investigate legal and regulatory requirements in the countries of destination named by Customer. This obligation shall apply only and exclusively to Customer.

4 Quotations, related documentation, order confirmation

- 4.1 In the absence of divergent specifications all HEUNISCH's quotations shall be non-binding.
- 4.2 HEUNISCH may accept orders by order confirmation within six weeks.
- 4.3 For a contract to come into existence, an order confirmation by HEUNISCH (in text format at least) or a delivery is essential.
- 4.4 Verbal undertakings relating to specific properties, additions, collateral and other agreements that reach beyond the scope of the written contract or change the content of these General Terms and Conditions of Sale to the detriment of HEUNISCH shall be effective only if confirmed by HEUNISCH in a written consent.
- 4.5 HEUNISCH hereby reserves property rights in all figures, drawings, calculations, and other documentation. The same applies to any written documentation designated as 'confidential'. Any disclosure to third parties requires the express written consent of HEUNISCH.
- 4.6 Figures, drawings, tables, and specifications of weights and dimensions that form part of a quotation shall be mere approximations unless expressly designated as binding. HEUNISCH will not be liable for any design-related non-conformances arising between the contractual object and the aforementioned documents.
- 4.7 Dimensional accuracy shall be regulated by related DIN and EN standards. Moreover, any dimensional and weight specifications will be made by HEUNISCH to the best of his knowledge without, however, implying any guarantee of quality. Minor deviations, particularly any weight excesses or deficiencies ascribable to casting-related causes, will not entitle Customer to complaints or deficiency-related claims, unless other agreements have been made.

5 Prices, terms and conditions of payment

- 5.1 The prices quoted in the contract shall be regarded as baseline prices to which surcharges relating to increases in the cost of materials or energy may be added.
- 5.2 In the absence of any agreement relating to another INCOTERM clause, all prices shall be quoted FCA from HEUNISCH's production site in accordance with INCOTERMS 2020* plus the VAT rate valid at the time of invoicing. Any incidental costs relating to, for example, freight, insurance, importation, transit, exportation, and other permits and certifications and documentations shall be borne by Customer. Similarly, Customer shall bear the cost of all kinds of taxes, duties, fees, and customs during transport.
- 5.3 If after the conclusion of the contract the cost of production should increase by more than 5% because of, for example, wage increases, energy price increases, customs duties, or other costs, the share of the costs which may have been contained or not contained in the price originally agreed may be changed to reflect the change of cost. However, the foregoing shall not apply if the changes in question occur within 6 weeks after the conclusion of the contract. The right to modify a price shall fall due when either party submits a related demand in writing. If no agreement relating to the modification of the price can be reached between the parties, HEUNISCH may terminate the contract in writing in whole or in part within three months. In order to retain the price originally agreed, HEUNISCH may use alternative sources of supply. If, after a change of supply sources, deliveries to Customer may be made only after a sampling process, Customer shall bear the cost of said process.
- 5.4 In the absence of express agreements to the contrary, offers and invoices shall be made out in the currency valid at the delivering plant.

- 5.5 If not agreed otherwise, the cost of piece-related patterns and manufacturing equipment shall be paid in advance.
- 5.6 If not agreed otherwise, invoices shall fall due on receipt. Provided that related credit approvals are not withdrawn, invoices shall be payable net within 30 days after the invoice date. In cases where discounts have been contractually agreed, such discounts shall be admissible only if all invoices previously due have been paid.
- 5.7 Deliveries of instalments will be covered by separate invoices. Each such invoice will be payable on a separate date.
- 5.8 For all methods of payment, the date of receipt shall be the day on which HEUNISCH or, alternatively, a third party having a claim on HEUNISCH will be able to dispose of the amount finally.
- 5.9 In the event of Customer's payment of the purchase price being delayed, any amounts outstanding shall bear interest at a rate of (5) % above the base rate, any claims stipulating a higher interest rate and/or further damage continuing valid.
- 5.10 As laid down in this contract, customer shall be bound to pay the purchase price and accept delivery of the goods. If Customer should fail to meet one of his obligations arising from this contract or from applicable law, HEUNISCH may retain any and all deliveries and services without detriment to any other legal claims he may have.
- 5.11 Where no agreement regarding a binding order volume exists, HEUNISCH will base his calculation on the non-binding order volume (target volume) specified by Customer.
- 5.12 In the event of Customer accepting only a volume smaller than the target volume, HEUNISCH shall be entitled to increase the price of each item accordingly.
- 5.13 In the event of HEUNISCH delivering goods which are indubitably faulty to some extent, Customer shall nevertheless be obliged to pay for any faultless goods delivered, unless Customer is not interested in such partial delivery.
- 5.14 HEUNISCH will accept cheques or bills of exchange only in fulfilment but not instead of fulfilment and only on the basis of a written agreement. HEUNISCH's claim will only be fulfilled on the day on which he will be able to dispose of the value without having to expect reversal demands. Collection costs, discount and exchange charges and interests shall always be paid by Customer and shall fall due for payment immediately.
- 5.15 Retaining or offsetting payments shall be admissible only if any counterclaims are undisputed or have been finally validated.

6 Retention of title

- 6.1 HEUNISCH will retain ownership of the items delivered until all payments arising from the business relationship with Customer have been received.
- 6.2 HEUNISCH's assertion of his right of ownership or the seizure of items delivered by him shall not be regarded as equivalent to a rescission of the contract unless this is explicitly stated by HEUNISCH in writing.
- 6.3 Customer is entitled to sell the items delivered in the ordinary course of his business; however, Customer assigns at this time to HEUNISCH all claims in the amount of the purchase price agreed between HEUNISCH and Customer (inclusive of value-added tax) which may accrue to Customer as a result of such sale, independently of whether the items delivered are sold on before or after machining. Once these claims have been ceded, Customer may lawfully collect them. If such is the case, however, HEUNISCH may demand that the claims ceded and the relevant debtor be made known, that all information needed for collection is given, that relevant documents are handed over, and that the debtors (third parties) are informed of the cession.
- 6.4 Customer will always process or reshape the products on behalf of HEUNISCH. In the event of the items delivered being processed together with other items that do not belong to HEUNISCH, HEUNISCH shall acquire a co-ownership in the new item in an amount corresponding to the relationship between the value of the items delivered and the other items involved in processing at the relevant time.

- 6.5 In the event of the items delivered being inseparably blended with other items not in the possession of HEUNISCH, HEUNISCH shall acquire a share in the ownership of the new item corresponding to the relationship between the value of the items delivered and the other amalgamated items. Customer shall keep HEUNISCH's share safe on HEUNISCH's behalf.
- 6.6 Customer may neither pawn nor collateralise items intended for delivery. In the event of items being seized, collateralised or otherwise disposed of by a third party Customer shall inform HEUNISCH without delay, providing HEUNISCH with any and all information and documents required to protect HEUNISCH's rights. Enforcement officers and/or third parties shall be informed of HEUNISCH's property rights.
- 6.7 HEUNISCH undertakes at the request of Customer to release the collaterals due to him in the event of the realizable value of said collaterals exceeding that of the relevant claims by more than 10%. The collaterals to be released shall be chosen by HEUNISCH.

7 Scope of delivery, time of delivery, delivery quantities, force majeure

- 7.1 In order to conform to agreed delivery and performance deadlines, all technical questions must first have been answered, and payments and other obligations must have been provided and/or fulfilled by Customer in good time. If this has not happened, related terms will be prolonged accordingly. Delivery terms may be obstructed by design changes and article modifications requested by Customer. They may be restarted only after the changes in question have been approved by Customer.
- 7.2 In the absence of agreements to the contrary, conformance to delivery deadlines will essentially depend on HEUNISCH's reporting a consignment being ready for shipment or collection.
- 7.3 HEUNISCH will supply Customer with products as far as his delivery options permit.
- 7.4 Delivery may be made in instalments provided the use of the products is not hampered thereby.
- 7.5 Delivery times will be lengthened whenever the contract is infringed by Customer in a manner that hampers deliveries or, alternatively, because of force majeure, strikes, circumstances beyond HEUNISCH's control, or inclement weather conditions for as long as these conditions persist.
- 7.6 High as well as low delivery volumes within a tolerance of 10% of the total order volume shall be admissible if production-related. The total price agreed will be changed accordingly.
- 7.7 In cases of force majeure as well as in the event of any occurrence beyond the will of HEUNISCH and his influence such as, for example, natural disasters, pandemics, mobilisation, war, riots, strikes and lockouts, import and export restrictions imposed by the authorities, unforeseen events occurring during manufacture or delivery at HEUNISCH's or any of his sub-suppliers, the term of delivery shall be considered prolonged in proportion. HEUNISCH will inform Customer as soon as possible about the onset and the end of such conditions.
- 7.8 Any changes desired by Customer will lengthen the delivery period until HEUNISCH has reviewed all technical questions and checked the feasibility of the changes. The delivery period will be lengthened by the time required to implement the new specifications in production. Whenever an active production process is interrupted HEUNISCH may move on and finish other orders. HEUNISCH is not obliged to keep production capacities in reserve for the duration of the delay.
- 7.9 Change requests of the Buyers will extend delivery periods until HEUNISCH reviews all technical questions and the feasibility of the changes. The delivery period will be extended by the period necessary for the new production specifications. If a change request disrupts a current production, HEUNISCH may give priority to and complete other orders. HEUNISCH is not required to maintain production capacities during delays.
- 7.10 If Customer should want HEUNISCH to conduct any tests the timing and scope of such tests must be agreed beforehand. If this is not done before the contract is concluded, any resultant costs shall be at the expense of Customer.

- 7.11 If a delivery is to be based on a sample prepared by HEUNISCH Customer shall inspect and release said sample without delay on HEUNISCH's premises after its completion has been reported. If for reasons for which Customer is responsible no release is granted after a reasonable period of grace has been set, the sample shall be regarded as released, in which case HEUNISCH shall be entitled either to ship the sample or put it into storage at Customer's risk and expense.

8 Shipment, passage of risk

- 8.1 Unless differently provided in the order confirmation delivery in conformance with FCA from HEUNISCH's production site in accordance with INCOTERMS 2020* shall be regarded as agreed.
- 8.2 Compliance with a delivery date or term depends on the time at which HEUNISCH reports a delivery ready for shipment or collection.
- 8.3 In the absence of any agreement to the contrary goods reported ready for shipment shall be accepted by Customer without delay. In the event of Customer neglecting this obligation HEUNISCH may, at his option, either send the goods to Customer at Customer's expense or store them on the premises of a third party at Customer's expense and risk.
- 8.4 The risk involved will pass to Customer in conformance with FCA from HEUNISCH's production site in accordance with HEUNISCH INCOTERMS 2020*. Should HEUNISCH employ a machining contractor, and if this machining contractor should deliver the goods directly to Customer, FCA INCOTERMS 2020* shall apply at the processor's place of business.
- 8.5 The above regulations regarding the passage of risk shall apply even if HEUNISCH has taken over other services such as, for example, the cost of shipment or of delivery.
- 8.6 In the event of the goods not being delivered in conformance with FCA from HEUNISCH's production site in accordance with INCOTERMS 2020* the risk will pass at the time when the goods are handed over to the first transport person, provided nothing different has been agreed.
- 8.7 The purchaser releases HEUNISCH from the take-back and recycling requirements of § 15 Para. 3 VerpackG. In order to comply with the take-back and recycling obligation, it is possible for the purchaser to commission third parties in accordance with § 35 VerpackG.

9 Property rights

- 9.1 Customer hereby undertakes to inform HEUNISCH without delay of any claims by third parties relating to property rights in the products delivered, and to leave HEUNISCH to handle the matter of legal defence. HEUNISCH shall be entitled to carry out any changes necessitated by property rights claims by third parties at his own expense even where products already delivered and paid for are concerned.
- 9.2 In the event of a third party restraining HEUNISCH from manufacturing or delivering a product because of property rights belonging to said third party, HEUNISCH shall be entitled to cease work until the legal situation has been cleared up between the Customer and the third party unless HEUNISCH is responsible for an infringement of said property rights. HEUNISCH shall be entitled to withdraw from the contract if because of the delay it should appear unreasonable for HEUNISCH to continue processing the order.
- 9.3 Customer shall be answerable to HEUNISCH for any goods or services provided being free from any property rights of third parties. Customer hereby releases HEUNISCH from any relevant claims by third parties.

10 Liability for delivery delays

- 10.1 In the event of HEUNISCH failing to deliver the goods in conformance with the provisions of the contract, and if the relevant purchase contract concerns a short sell within the meaning of BGB § 286 Par. 2 No. 4 or HGB Par. 376, and if Customer still retains his interest in the continued performance of the contract, HEUNISCH shall be liable in conformance with applicable legal regulations unless he is not responsible for the contravention of the contract.
- 10.2 In the event of HEUNISCH failing to meet his obligation to deliver the goods as provided in the contract, he shall be held liable in conformance with legal regulations in the event of Customer claiming damages on the basis of intent or gross negligence on the part of HEUNISCH's representatives or agents. To the extent that HEUNISCH is not charged with intent in conjunction with his liability, said liability shall be limited to the damage that is foreseeable and typical.
- 10.3 In the event of HEUNISCH failing to meet his obligation to deliver the goods as provided in the contract he shall be liable in conformance with the law in case he culpably infringes any important obligation under the contract. If HEUNISCH is not accused of intentionally breaking the contract, his liability will be restricted to the damage that is foreseeable and typical.
- 10.4 Liability for culpably injuring a person's life, body, or health shall not be affected.
- 10.5 In the absence of any regulations to the contrary in the above, any further liability for delivery delays is hereby excluded.

11 Liability for defects

- 11.1 To the extent that a product has been specified it will be free from material defects if it conforms to recognized manufacture-related tolerances. Customer may only invoke any use intended by him for the product if said use was specifically agreed in writing.
- 11.2 The data and illustrations shown in prospectuses and catalogues are approximations commonly used in the industry unless expressly characterised as binding by HEUNISCH.
- 11.3 Wherever HEUNISCH's deliveries are regulated by drawings, specifications, samples etc. provided by Customer, Customer shall bear the risk of suitability for the use intended. Whether or not the goods conform to the conditions of the contract shall be established at the time of risk passage.
- 11.4 Unless otherwise agreed between the parties the goods shall be deemed conformable with the contract if they conform to the regulations applying in the country of origin. Normative requirements applying in countries other than that of origin must be expressly agreed in writing.
- 11.5 HEUNISCH will not provide any warranty for material defects that are due to unsuitable or inexperienced use, faulty installation and/or commissioning by Customer or third parties, wear and tear, and faulty or negligent treatment. The same applies to any consequences of changes or repairs chosen by Customer that have been executed inexpertly and without HEUNISCH's consent by Customer or third parties. The same holds true for defects that reduce the value or suitability of the goods to an inconsiderable extent.
- 11.6 § 434 Par. 3 Clause 1 No. 1, 2a) and 4 BGB shall not apply to the extent these regulations collide with a contractually agreed quality.
- 11.7 § 434 Par. 3 Clause 1 No. 2 b) BGB shall not apply inasmuch as express mention is made in a quality agreement of the fact that said quality agreement deviates from public statements made by Seller or by another link in the contractual chain or by order of any of these, particularly in advertisements or on labels. The foregoing shall apply even if no detailed mention is made of what public statements contradict the quality agreement.

- 11.8 In the event of the parties having agreed on a first-off-tool sample test report, the test results quoted in the test report shall take precedence over the agreed quality within the meaning of § 434 Par. 2 No. 1 BGB as well as the objective requirements within the meaning of § 434 Par. 3 Clause 1 No. 3 BGB inasmuch as the first-off-tool sample test report has been approved by Customer.
- 11.9 According to § 434 Par. 3 Clause 1 No. 2 BGB, the usual properties include quantity, quality, and other characteristics of the object, including its durability, functionality, compatibility, and safety, unless this clashes with a contractual agreement on quality.
- 11.10 Obvious defects must be reported and a complaint made to HEUNISCH without delay. A defect for which HEUNISCH is responsible may be repaired or the part in question replaced at HEUNISCH's choice. In case of a repair HEUNISCH shall be obliged to bear any expenses required to remedy the defect, including specifically the cost of transport, carriage, labour, and material, provided that these costs are not increased by the item purchased being moved to a site other than the place of fulfilment. In the event of HEUNISCH opting for repairs, Customer shall make the item available for the purpose at the place of manufacture upon request by HEUNISCH.
- 11.11 In the event of rectification failing, Customer may demand either resignation or reduction.
- 11.12 If Customer has installed the defective object in another object or attached it to another object in conformance with its design and intended use, HEUNISCH shall be obliged as part of the rectification process to compensate Customer for the requisite cost of removing the defective object and installing or attaching the repaired or delivered fault-free object. The above shall not apply if HEUNISCH is in a position to refuse the kind of supplementary performance chosen by Customer as per Art. 439 Par. 4 BGB. HEUNISCH may refuse the kind of supplementary performance chosen by Customer if the cost of such performance is higher by more than 150% of the value of the goods in perfect condition.
- 11.13 HEUNISCH will be liable for defects in conformance with legal regulations if he has fraudulently concealed the defect or has guaranteed the condition of the object.
- 11.14 HEUNISCH will be liable for defects in conformance with legal regulations in the event of Customer claiming damages based on intent or gross negligence on the part of HEUNISCH's representatives or agents. If HEUNISCH is not charged with a deliberate breach of contract under his liability for defects, said liability will be restricted to the typical extent of the damage.
- 11.15 HEUNISCH will be liable for defects in conformance with legal regulations if he culpably contravenes one of his material obligations under the contract. If HEUNISCH is not charged with intentionally infringing the contract his liability will be restricted to the typical extent of the damage.
- 11.16 Liability for culpable injuries to life, body, or health shall not be affected by the above. The same shall apply to liability under the product liability act.
- 11.17 In the absence of contradictory provisions in the above, liability for defects shall be ruled out.
- 11.18 Claims under Art. 437 BGB shall become time-barred twelve months after the passage of risk, unless the products concerned have been used as elements of a building in conformance with their typical usage and have caused said building to become defective.
- 11.19 In case of a recovery claim under Art. 478, 479 BGB, the period of limitation shall remain unaffected. It amounts to five years, counting from the date of delivery of the faulty product.

12 Overall liability

- 12.1 Without regard to the legal nature of the claim asserted, particularly where it is based on faults occurring at the conclusion of the contract, the neglect of other duties, or tortious claims to compensation for material damages under Art. 823 BGB, HEUNISCH shall be liable as outlined in clauses 11.10, 11.11 and 11.12. Any further liability is hereby excluded.
- 12.2 In so far as HEUNISCH's liability for damages is excluded under this clause, the same shall apply to the personal liability for damages of HEUNISCH's employees, representatives, and agents.
- 12.3 The limitation of all claims not subject to limitation related to material deficiency shall be 18 months, the term beginning at the time when the damage and the person inflicting it should have become known to Customer unless there is gross negligence on Customer's part.

13 Tools, material

- 13.1 In the event of Customer providing HEUNISCH with patterns or manufacturing equipment (such as moulds, templates, and core boxes) (hereinafter 'equipment'), such articles shall be sent to HEUNISCH free of cost. HEUNISCH may instruct Customer at any time to retrieve such equipment free of cost. If Customer does not follow such a demand within 3 months HEUNISCH shall be entitled to send the articles back to Customer at Customer's expense. The cost of maintenance and any modifications desired shall be borne by Customer.
- 13.2 Customer shall be liable for the design and construction of the equipment being technically correct and/or capable of fulfilling the purpose of production. However, HEUNISCH shall be entitled to implement any changes demanded by the requirements of foundry technology. In the absence of a special agreement, HEUNISCH shall not be obliged to check whether or not the equipment provided corresponds to any accompanying drawings or samples.
- 13.3 In case of HEUNISCH making or buying production-related patterns or manufacturing equipment, Customer shall reimburse HEUNISCH for the cost incurred. Where not the entire cost has been invoiced, Customer will pay the remaining expenses if he is not prepared to buy the number of items promised by him at the time when the contract was concluded. Patterns and manufacturing equipment made or procured by HEUNISCH will remain his property. During the life of the contract, these will be used exclusively for deliveries to Customer. In the event of more than 3 years having passed since the last order, HEUNISCH will no longer be obliged to keep the equipment.
- 13.4 In the event of Customer suspending or terminating concrete collaboration while the tools and equipment are being made, he will be charged for any production cost incurred until then.
- 13.5 Unless something else has been agreed in writing, the tools and/or equipment made and/or procured by HEUNISCH will be HEUNISCH's property.
- 13.6 If it has been agreed that Customer is to become the owner of any patterns and manufacturing equipment procured by HEUNISCH, ownership will pass to Customer as soon as the purchase price is paid completely. Instead of the patterns and manufacturing equipment made or procured by HEUNISCH being actually handed over, Customer will cede both to HEUNISCH for his HEUNISCH's own use. Customer may terminate this cession no earlier than 2 years after the passage of ownership, provided that no other agreements have been made.
- 13.7 Tool costs and/or cost shares will be invoiced separately from the value of the goods at all times. In the absence of agreements to the contrary, these shall be paid when the first-off-tool sample is submitted or, if such a sample has not been ordered, when the first delivery of goods is made.

- 13.8 HEUNISCH undertakes to keep the tools and/or manufacturing equipment safe for Customer for a period of 3 years after the last delivery. In the event of Customer informing HEUNISCH before the end of said period that orders will be placed within a period of up to another year after that, HEUNISCH shall be obliged to keep the tools etc. safe for that extra period. If not, HEUNISCH will be free to dispose of the tools and/or manufacturing equipment.
- 13.9 Any patterns and manufacturing equipment in HEUNISCH's possession shall be treated by HEUNISCH with the same diligence commonly applied by him in his own affairs. On demand by Customer, HEUNISCH shall insure the patterns and equipment in Customer's possession at Customer's expense.
- 13.10 In the event of any property rights of third parties being infringed by deliveries made in conformance with drawings or other data provided by Customer, Customer will release HEUNISCH from any related claims.
- 13.11 Drawings and documents handed over to Customer as well as any proposals regarding advantages in the design and production of castings must not be passed on to any third parties. Their return may be demanded from HEUNISCH at any time. Licence claims made by Customer on the basis of any industrial property rights in patterns and manufacturing equipment submitted and/or made or procured at Customer's order shall be inadmissible provided these are used by HEUNISCH in conformance with the contract.
- 13.12 If Customer should demand the surrender of a tool or piece of equipment, he thereby waives delivery of those parts for the manufacture of which HEUNISCH needs the tool or piece of equipment concerned (e.g. serial parts or spares). HEUNISCH will accept this waiver.

14 Cast-in parts

- 14.1 Parts intended for casting in shall be delivered free of charge. They shall be dimensionally accurate and ready for being cast in. Any machining cost required shall be paid by Customer.
- 14.2 The number of cast-in parts shall exceed the number of castings by a reasonable margin.

15 Counterclaims, assignability

- 15.1 Customer shall only be entitled to set-offs if his counterclaims have been made in time, are undisputed, or have been recognized by HEUNISCH. Moreover, Customer shall only be entitled to exercise any right of retention if his counterclaim is based on the same contractual relationship.
- 15.2 Customer is entitled to cede any rights arising from contracts concluded between him and HEUNISCH only with HEUNISCH's consent.

16 HEUNISCH's right of resignation; cancellation of untermmed contracts

- 16.1 In case of an event occurring for which HEUNISCH is not answerable and which modifies the economic significance or the content of the performance to a considerable extent or considerably impacts HEUNISCH's operations or, alternatively, in case of an impracticality for which HEUNISCH is not answerable coming to light subsequently, HEUNISCH shall be entitled to withdraw from the contract in whole or in part, unless a partial withdrawal is unacceptable to Customer. Further legal rights of resignation shall not be affected by the foregoing.
- 16.2 Customer shall have no claim for damages for such a resignation. If HEUNISCH wishes to exercise his right of rescission he shall inform Customer accordingly even in cases where an extension of the term of delivery has previously been agreed with HEUNISCH.
- 16.3 Untermmed contracts may be terminated by HEUNISCH at 3 months' notice.

17 Data privacy

- 17.1 Customer undertakes to obtain from all persons in communication with HEUNISCH on Customer's behalf either in his name or by his order legally effective statements by which said persons agree that CUSTOMER may gather, store, process, and use the personal data of said persons to process and execute business transactions previously completed as well as current, to prepare new contracts and/or similar business contacts. In this context, the term personal data refers most particularly to contact data, such as names, addresses, job titles, telephone numbers, email addresses, etc. as well as to data relating to special skills, the time and place of meetings, and similar data.
- 17.2 Customer undertakes to obtain from any and all persons communicating with HEUNISCH in Customer's name legally effective statements in which said persons expressly agree that HEUNISCH may pass on these data to third parties for the purpose of processing and handling business transactions both already concluded and relating to current business, for preparing the ground for new contracts, and/or similar business contacts.
- 17.3 Customer undertakes to obtain from any and all persons communicating with HEUNISCH in Customer's name legally effective statements by which said persons expressly agree that HEUNISCH shall be obliged to delete their personal data only at their express request.
- 17.4 Within the meaning of the preceding regulations, the term 'legally effective' implies that Customer must investigate on his own initiative the conditions under which a statement becomes legally effective under the general law of obligations.
- 17.5 In the event of none of the aforementioned statements being available to him, Customer shall inform HEUNISCH expressly of the fact.
- 17.6 In the event of Customer contravening the aforementioned obligation to inform, or if it should emerge at some later date that the statements procured by Customer are ineffective in whole or in part, Customer hereby indemnifies HEUNISCH from any claims any third parties may raise against HEUNISCH in conjunction with said contract infringements. Any claims to damages accruing to HEUNISCH in this context shall remain unaffected.
- 17.7 Apart from that, HEUNISCH will handle all personal data in conformance with the data privacy principles of the EU and the federal data privacy act.

18 Place of performance, court of jurisdiction, miscellaneous

- 18.1 In the absence of express agreements to the contrary the place of performance shall be HEUNISCH's business seat.
- 18.2 The court of jurisdiction shall be the court responsible for HEUNISCH. However, HEUNISCH shall be entitled to sue Customer in any other admissible court.
- 18.3 In the event of any of the provisions in these conditions being or becoming ineffective in whole or in part the remaining provisions and/or the remaining part of the relevant provision shall not be affected thereby.

19 International contract partners

If Customer's place of business is situated abroad, the following shall apply in addition to and, where applicable, deviating from the foregoing:

- 19.1 German law shall apply exclusively. The United Nations Convention for the International Sale of Goods (CISG) shall not apply.
- 19.2 The contract language shall be German. Wherever another language is used by the contract partners German shall take precedence.

Note:

HEUNISCH will store personal data belonging to Customer in conformance with legal regulations. The storage serves the purpose of handling and executing previously completed transactions as well as current business, exploring new contracts, and related business contacts.

Within the framework of the law, Customer and his employees may demand information about the personal data stored by HEUNISCH about him or her.

In the event of Customer or any of Customer's employees perceiving an infringement of applicable laws in HEUNISCH's behaviour, this should be discussed directly with HEUNISCH. Should the complaint be justified HEUNISCH will abandon the infringement immediately. In such cases, there will be no need of a formal warning or a legal assertion. In the event of Customer asserting the infringement through an assertion or court action, HEUNISCH points out that Customer will have to bear the resultant costs himself because there is no risk of repetition.