

## Version as amended on 14.03.2022

### 1. General

- 1.1 All agreements and offers in relation to companies, legal entities under public law and special funds under public law ("Buyer" or "Purchaser") shall be based exclusively on our following General Terms and Conditions as well as our quality guidelines and special terms and conditions; they shall be deemed accepted in any case by placing the order or accepting the delivery or service. Anyone who has accepted these terms and conditions simultaneously acknowledges that they shall also apply to future orders, call-offs or acceptances, unless otherwise agreed. Unless we stipulate otherwise in special contractual conditions, the law shall apply exclusively to our business relations with consumers. We are not willing to participate in a dispute resolution procedure within the meaning of the German Consumer Dispute Resolution Act (VSBG) and are not obliged to do so (§ 36 VSBG).
- 1.2 Deviating, even only supplementary, general terms and conditions of the Buyer or Purchaser which we do not expressly recognise in writing shall not be binding for us, even if we do not expressly object to them. In the event that the customer bases his order on deviating terms and conditions, we shall only accept this order on the basis of our General Terms and Conditions. In particular, we shall deliver the ordered goods to the customer without exception on the basis of our provisions on the extended reservation of title pursuant to clause 6, solely in accordance with which we fulfil our obligation to provide ownership.
- 1.3 Orders shall only be deemed accepted when we have confirmed them in writing or by signed fax or by e-mail provided with a qualified electronic signature.
- 1.4 All other agreements and legally relevant declarations must also be made in writing. Trial orders for quality inspections, tests, QM documentation, etc., shall not be delivered free of charge. Clause 1.3 shall apply on the basis of our respective current price list or individual offer.

### 2. Time of delivery or performance

- 2.1 The time of delivery or performance shall only be deemed to be approximately agreed. It shall commence on the date of dispatch of the order confirmation and shall be deemed to have been complied with if, by the end thereof, the goods have left the factory/warehouse or, in the case of the possibility of dispatch, notification has been given that the goods are ready for dispatch or if the performance of the service has been offered. This notification or offer shall be made in writing. Two weeks after exceeding the non-binding delivery date, the buyer may request the seller in text form to deliver within a reasonable period of time.
- 2.2 In the event of early delivery, this date and not the originally agreed date shall be crucial.
- 2.3 Correct and timely self-delivery is reserved.
- 2.4 The time of delivery or performance shall be reasonably extended - even within a delay in delivery or performance - in the event of the occurrence of unpredictable obstacles which we were unable to avert despite exercising reasonable care in accordance with the circumstances of the case - irrespective of whether they occurred at our premises or those of our subcontractors - e.g. interruptions of operations, interventions by the authorities, industrial dispute actions, delays in the delivery of essential raw materials, components, subassemblies and merchandise. The same shall also apply in the event of strike and lockout. We shall inform the customer of such obstacles without being obliged to do so. In the event of such obstacles, we shall also be entitled in any case to render partial performance or to withdraw from the contract. In this case, claims for indemnification on the part of the customer are excluded in accordance with clause 8.

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- 2.5 In the event of subsequent amendments to the contract which may affect the time of delivery or performance, the latter shall be extended to a reasonable extent, unless special agreements are made in this respect.
- 2.6 If the time of delivery or performance (including all extensions) is exceeded by more than three months, the customer shall only have the right to withdraw from the contract, provided that the delivery or performance has not yet taken place. Claims for damages by the purchaser shall be excluded in accordance with Clause 8. Lump-sum penalties due to delayed delivery shall not be paid. In this respect, the purchaser shall only have the right to withdraw from the contract.
- 2.7 The provisions of Clause 2 shall apply mutatis mutandis to collection times and collection dates. Failure to collect in due time shall result in default of acceptance on the part of the purchaser and/or buyer.

### 3. Prices

- 3.1 Orders for which fixed prices have not been expressly agreed shall be invoiced at our list prices valid on the day of delivery or performance, or, in the absence of such, at our reasonable discretion.
- 3.2 We are entitled to additionally invoice the value added tax at the respective statutory rate. All prices quoted are net in Euros unless otherwise stated.
- 3.3 Furthermore, the costs for packaging, freight, postage and value assurance, drive and travel expenses as well as additional catering expenses shall be charged additionally in any case. The same applies to the additional costs for agreed partial deliveries, partial services and express deliveries or services.
- 3.4 Even in the case of expressly agreed fixed prices, the following shall apply: If a change in the prices for raw materials or auxiliary materials or a change in wages occurs within the time of delivery or performance - see above clause 2 - then we shall be entitled to a realignment of the price at our reasonable discretion.

### 4. Payments

- 4.1 Our claims for payment are due for payment after receipt of an invoice or equivalent payment schedule and are to be fulfilled immediately. The purchaser shall be in default if he does not make payment within 30 days of receipt of an invoice or equivalent payment schedule, but no later than 30 days after the due date and receipt of our delivery or service. The granting of a payment term of up to 30 days shall not change this. If we grant a payment term that exceeds 30 days, the customer shall be in default if he does not make payment by the expiry of this term of payment.
- 4.2 During the period of default, our claims for payment shall bear interest at a rate of 9 percentage points above the respective basic interest rate published by the Deutsche Bundesbank (§ 288 para. 2 BGB). Instead of this interest rate, we shall be entitled to demand higher interest in the amount of the interest charged by our bank for overdraft facilities, including overdraft commission, if we use bank credit in the amount of at least our respective remuneration claim during the customer's default in payment. This does not exclude the assertion of further damages on our part. The buyer/purchaser is entitled to prove that we have not suffered any damage or that the damage is significantly lower. We are entitled to prove that a higher damage has been incurred.
- 4.3 Bills of exchange shall only be accepted in exceptional cases by agreement only for the individual case and only on account of performance without guarantee for protest and subject to their discountability as well as to the exclusion of any deferral of the invoice amount. In the event of default of payment (see clause 4.1), we shall be entitled at any time to demand immediate cash

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payment against return of the bill of exchange. If the financial situation of the customer or the issuer of the bill of exchange or the acceptor or one of the endorsers deteriorates and the fulfilment of our payment claim is endangered as a result, we may demand sufficient security from the customer within a reasonable period to be set by us instead of the immediate cash payment due against return of the bill of exchange, also while retaining the bill of exchange.

- 4.4 Any delay of payment (see clause 4.1), including any such delay from previous orders, shall entitle us to withdraw from the contract without reminder or setting a deadline and to claim damages. The same shall apply if the aforementioned security is not provided in due time.
- 4.5 We are entitled to refuse the delivery of goods or work or other service that we are obliged to provide to the customer if it becomes apparent after conclusion of the contract that our claim to counter-performance is jeopardised by the customer's lack of ability to pay. Our right to refuse performance shall cease to apply if our claim for payment is met or security is provided for it. Furthermore, we shall be entitled to set the customer a reasonable period of time within which the customer must, at its discretion, effect counter-performance or provide security for such counter-performance concurrently with our performance.
- 4.6 The customer may neither offset nor assert a right of retention on account of counterclaims which have not been recognised by us in writing or which have not been legally established.

### **5. Passing of risk, shipping and freight**

- 5.1 If the goods are collected from the buyer or sent to the buyer, the risk of accidental loss and accidental deterioration of the goods shall pass to the buyer upon their delivery to our shipping agent (in the case of shipping), but no later than upon leaving the factory or the warehouse (in the case of shipping or collection), irrespective of whether the shipment is made from the place of performance and who bears the freight costs. It shall also be deemed to be collection by the orderer if the orderer commissions us as carrier. If the goods are ready for dispatch and the dispatch or acceptance is delayed for reasons for which we or third parties are not responsible, the risk shall pass to the buyer upon receipt of the notification of readiness for dispatch by the buyer or the purchaser.
- 5.2 We are entitled, but not obliged, to arrange for packaging and shipping. If we do so, it shall be done at our due discretion.

### **6. Reservation of title**

- 6.1 The delivered goods shall remain our property until full payment of all claims arising from the respective business relationship between us and the buyer. The inclusion of individual claims in a current invoice, as well as the striking of a balance and its recognition shall not affect the retention of title. Payment shall only be deemed to have been made when we have received the entire counter-value without reservation.
- 6.2 The buyer is entitled to resell the goods subject to retention of title in the normal course of business, but is not permitted to pledge them or assign them as security. The buyer is obliged to secure our rights when reselling goods subject to retention of title on credit.
- 6.3 The buyer already now assigns to us the claims of the buyer from the resale of the reserved goods, and we accept this assignment. Notwithstanding the assignment and our right to collect, the buyer shall be entitled to collect as long as he is not in default with his obligations towards us (see clause 4.1) and does not suffer a financial collapse. At our request, the buyer shall provide the information on the assigned claims required for collection and notify the debtors of the assignment.

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- 6.4 Any processing or treatment of the goods subject to retention of title shall be carried out by the buyer on our behalf without any obligations arising for us as a result. In the event of processing, combining, mixing or blending of the reserved goods with other goods not belonging to us, we shall be entitled to the resulting co-ownership share in the new item in the ratio of the value of the reserved goods to the other processed goods at the time of processing, combining, mixing or blending. If the buyer acquires sole ownership of the new item, the contracting parties agree that the buyer shall grant us co-ownership of the new item in proportion to the value of the processed or combined, mixed or blended goods subject to retention of title and shall store them for us free of charge.
- 6.5 If the goods subject to retention of title are resold together with other goods, whether without or after processing, combining, mixing or blending, the advance assignment agreed above shall only apply to the amount of the value of the goods subject to retention of title which are resold together with the other goods.
- 6.6 The buyer must inform us immediately of any enforcement measures by third parties against the goods subject to retention of title or against the claims assigned in advance, handing over the documents necessary for an intervention.
- 6.7 If, after conclusion of the contract, it becomes apparent that our claim to counter-performance is jeopardised by the buyer's inability to pay, we shall be entitled to demand the restitution of the reserved goods to us. The same shall apply in the event of a delay in payment (see clause 4.1) by the buyer or if the conditions of clause 4.4 are met. Reclaiming and taking back the reserved goods or the co-ownership to which we are entitled in accordance with clause 6.4 shall be deemed to be a withdrawal from the contract.
- 6.8 In the event that our reserved property is impaired by the culpable conduct of third parties, including organs or employees of the buyer, the buyer shall assign to us the resulting claims for damages against these third parties, irrespective of the buyer's own liability continuing in any case. We accept this assignment.
- 6.9 If we take back the delivered goods on the basis of our reservation of title, all costs incurred as a result, in particular transport, inspection and reconditioning costs, shall be borne by the buyer. In this context, in the event of a breach of contract by the customer, in particular in the event of his default in payment in accordance with section 4.1 or if the conditions of section 4.4 are met, we shall be entitled to claim damages from the buyer for non-performance. In addition to such a claim for damages, the buyer shall be obliged to pay us a flat-rate processing fee in an appropriate amount, but not exceeding 20% of the gross order value of the goods concerned, unless the buyer proves that we have not incurred any additional damage in this respect as a result of processing or that it is correspondingly lower. We shall credit the value of the goods taken back to the buyer at the time of taking them back; we shall determine this value at our reasonable discretion. The buyer reserves the right to prove that this value is higher.
- 7. Warranty, liability and notice of defects**
- 7.1 A warranty can only be assumed if a defect has occurred despite proper, suitable and correct use, storage or transport of the goods. In the case of goods intended for installation, it is also necessary that the customer has tested them in a suitable manner for the respective application and use for an appropriate period of time without any complaints. The purchaser shall bear the burden of proof that the requirements of this clause are met.

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- 7.2 We do not assume any warranty or liability for the goods with regard to usability, usefulness, load-bearing capacity, storage or transportability, etc., which exceeds the level typical for the contract and which is not generally customary, unless we have been advised accordingly in writing by the purchaser and have not expressly committed ourselves in writing in this respect. Furthermore, we exclude any liability for any official approval, requirements, orders and the like in Germany and abroad in a corresponding manner, for which we are not obliged to obtain.
- 7.3 If the goods are defective or lack warranted characteristics or if a defect occurs within the warranty period with regard to which a warranty claim of the customer is not excluded pursuant to section 7.1 or 7.2, the following shall apply: We are obliged - at our discretion - to deliver a replacement for the defective part of the goods or to rectify the defect. In the case of replacement delivery, we are also obliged to reimburse the purchaser for the necessary and reasonable expenses for the removal of the defective item or the installation or fitting of the repaired or delivered defect-free item. The case of rectification to be carried out by us also includes the removal of the defective item or the installation or fitting of the non-defective item at our expense. If, in the case of a replacement delivery, the expenses for the removal of the defective item and the installation or fitting of the repaired or delivered defect-free item are disproportionate, we shall be entitled to limit the reimbursement of expenses to a reasonable amount.
- 7.4 A preclusion period of one year applies to the notification of non-obvious defects.
- 7.5 The discovery of defects must be notified to us immediately - in the case of recognisable defects, however, at the latest within ten days of acceptance, and in the case of non-recognisable defects immediately after they become recognisable. Furthermore, it is incumbent on the purchaser to immediately inspect the goods for obvious transport damage and for identity and quantity and to immediately notify us of any non-conformity. The notification of defects or complaints must in any case be made in writing. If the notification is not made in due form or time, the goods shall be deemed to have been approved.
- 7.6 The warranty period is generally 1 year and begins with the delivery of the goods to the Purchaser or with the time of the possibility of delivery if the delivery is delayed for a reason within the Purchaser's sphere of risk.
- 7.7 If we allow a reasonable extension of time granted to us to elapse without having provided a replacement or rectified the defect, or if the rectification of the defect fails, the buyer shall have the right to reduce our claim for payment or to withdraw from the contract at his discretion, but only in the event of final technical clarification. Claims for damages by the customer are excluded in these cases in accordance with clause 8.
- 7.8 We shall be liable for replacement deliveries and rectification work to the same extent as for the original delivery item, however, the original warranty period shall not start anew; rather, this shall also apply to the replacement deliveries and rectification work.
- 7.9 In the case of vehicle parts, any claim for damages in accordance with clause 8 is excluded for accidents that occur to the vehicles in which our parts are installed, regardless of the cause.
- 7.10 In the event of any - even attempted - rectification of the goods carried out by third parties or the purchaser or customer without our written consent, any warranty claim shall expire. This shall not apply if the customer proves that a defect in the goods is not attributable to the aforementioned conduct.
- 7.11 For services rendered by us, we exclude claims for damages by the buyer in accordance with clause 5.



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- 7.12 If the buyer wishes to claim compensation instead of performance in the event of a defect and the item is to be repaired, the repair shall only be deemed to have failed after the second unsuccessful attempt. The statutory cases of dispensability of fixing a period remain unaffected.
- 7.13 We shall be liable in accordance with the statutory provisions in cases of intent or gross negligence on our part or on the part of a representative or vicarious agent as well as in cases of culpably caused injury to life, limb or health. Apart from that, we shall only be liable in accordance with the German Product Liability Act (ProdHaftG), for culpable breach of essential contractual obligations or insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the delivery item. The claim for damages for the culpable breach of essential contractual obligations is, however, limited to the foreseeable damage typical for the contract, unless another of the cases listed in sentence 1 or 2 is given at the same time.
- 7.14 These provisions shall apply to all claims for damages (in particular for compensation in addition to performance and compensation instead of performance as well as for compensation for loss of profit), irrespective of the legal grounds, in particular for defects, breach of duties arising from the contractual obligation or from tort. They also apply to the claim for compensation for futile expenses.

### **8. Claims for damages**

Insofar as we exclude claims for damages on the part of the buyer, this shall not apply to damages arising from injury to life, limb or health which are based on a negligent breach of duty on our part or an intentional breach of duty on the part of a legal representative or vicarious agent of ours and to damages which are based on a grossly negligent breach of duty on our part or an intentional or grossly negligent breach of duty on the part of a legal representative or vicarious agent of ours.

### **9. Statute of limitations**

The purchaser's claims for damages shall become state-barred after one year, unless we have acted intentionally or fraudulently or there is a case under clause 5. The limitation period for all claims for damages begins with delivery. Insofar as a new item or an item to be newly manufactured is the object of delivery, the limitation period for defects - irrespective of the legal grounds - shall be uniformly one year.

### **10. Data protection**

The currently valid version of our data protection declaration (<https://www.knott.de/datenschutz/>), which can be accessed at any time, applies.

Among other things, we have a legitimate interest in the transmission of the user's personal data and require it in order to obtain information from credit agencies for the purpose of checking identity and creditworthiness as well as for the purpose of combating fraud and for compliance purposes. Our legitimate interest is based on Art. 6 I f GDPR. In addition, the buyer expressly consents to the disclosure of his data transmitted to us for this purpose.

### **11. Place of performance**

The place of performance shall be Eggstätt or Regenstauf at our discretion.

### **12. Applicable law and place of jurisdiction**

- 12.1 The legal relationship between the buyer or purchaser and us shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 12.2 If the buyer or purchaser is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be Rosenheim or Regensburg at our discretion.

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### 13. Miscellaneous

- 13.1 Should any of the above provisions be legally ineffective in whole or in part, the legal effectiveness of the remaining provisions shall remain unaffected.
- 13.2 In the event of contradictions of the English and the German version of these general terms and conditions, the German version of this general terms and conditions shall prevail.