

# WKW.group General Terms and Conditions of Sale

## Applicable to:

Walter Klein GmbH & Co. KG, WKW Aktiengesellschaft, Erbslöh Aluminium GmbH, WKW Roof Rail GmbH, WKW Engineering GmbH, WKW AnodiCoat GmbH & Co.KG, GETEK GmbH (As at May 1st, 2020)

### I. Prevailing Terms and Conditions

These Terms and Conditions of Sale and Delivery apply to all – including future – deliveries and services provided by companies within the WKW.group (hereinafter referred to as **Supplier**) in addition to all other agreements with the contractual party (hereinafter referred to as **Buyer**), even if they are not expressly referred to in the course of subsequent business transactions or in the case of new contract initiations. Deviating and/or contradictory General Terms and Conditions of Business and Purchase on the part of the Buyer shall not become part of the contract, even if they had formed part of the Buyer's inquiry, an invitation to submit an offer, or – in individual cases – if they were not expressly contradicted once again despite knowledge thereof. The Terms and Conditions of Sale are provided with the first offer and can also be requested from the Supplier at any time. The version available online at [www.wkw.de](http://www.wkw.de) is the authoritative version.

These Terms and Conditions shall be deemed accepted by the Buyer when the Buyer places an order, or at the latest, upon the Buyer's acceptance of the delivery or service. A written agreement is required to modify or augment the Terms and Conditions of an ongoing contract.

### II. Quotes and Order Placement

Quotes from the Supplier are without obligation. Any relevant declarations or orders made by the Buyer shall only become binding upon written confirmation from the Supplier.

All agreements must be made in writing. Transmission by electronic means of communication and by fax shall be deemed equivalent to the written form.

### III. Pricing

1. Prices are given in Euros ex works, excluding VAT, packaging, insurance, customs duties and other transport taxes.

2. In the event of significant changes in order-related costs following completion of the contract, the contractual parties must come to an agreement about a reasonable price adjustment. A change of more than 5% is considered significant.

3. Prices listed as freight free shall apply subject to open and unobstructed traffic on the relevant traffic routes. Incorrect or additional freight charges, as well as waiting time costs incurred as a result of instructions given by the Buyer, shall in any case be borne by the Buyer.

4. Crate packaging, containers, racks, hoblocks and other packaging shall be charged at cost. In the case of series deliveries, reusable packaging should be returned freight free for reuse. For undamaged crate packaging, 75% of the calculated value will be credited if returned freight free within three months.

### IV. Orders and Call-Offs

1. Orders and call-offs are subject to special logistical agreements. Such orders may also be issued by telecommunication.

2. If the Supplier does not confirm the order within three weeks of receipt, the Buyer shall have the right to cancel the order. Unless otherwise agreed, call-offs shall become binding no later than within two weeks of receipt, providing the Supplier does not object within that time.

3. If the products to be delivered are changed, then the prices, scope of delivery and delivery dates must be agreed upon again in writing. Changes to orders placed for serial parts due to modified drawing indices must be communicated to the Supplier in good time in addition to the standardized call-offs. The Buyer must ensure that the Supplier confirms the change in writing.

4. Foundry or press-related excess quantities or shortfalls of up to +/- 5% are in accordance with the contract and do not qualify as grounds for complaint by the Buyer.

5. The Buyer may, within the bounds of reason for the Supplier, request changes to the construction and design of the delivery item. The consequences, in particular those concerning additional and reduced costs and delivery dates, are to be settled by mutual agreement.

### V. Payment

1. If no other Terms and Conditions of Payment have been agreed, receivables for deliveries and services are due 14 days after the date of invoice (payment date), net without discount.

2. Unless otherwise agreed, costs for tools for the manufacture of products specified by the Buyer are to be paid by no later than upon the first delivery of the ordered products. In the event of a separate amortization arrangement, the unamortized balance is due after two years, net without a discount. Tools that are part of the Supplier's production facilities remain the exclusive property of the Supplier.

3. If premature deliveries are accepted, the due date is based on the agreed delivery date. Deviations of +/- 2 days do not qualify as grounds for complaint.

4. The Buyer shall pay by bank transfer or check, unless other methods of payment have been agreed, such as a credit note procedure. Checks are only accepted in lieu of payment and shall only be deemed paid after they have been redeemed without reservation by the bank. Bills of exchange are not accepted.

5. In the case of uncontested faulty delivery, the Buyer is entitled to retain the payment pro-rata until the date of proper fulfillment. Retention in the case of rejected complaints, the assertion of any withholding entitlement of any kind above and beyond this, and the offsetting of counterclaims not recognized by the Supplier, or which have been legally established, are excluded. The Buyer may only offset recognized or legally established claims from the respective supplier relationship.

6. The Buyer is considered in default one week after the payment deadline has expired. No overdue notice is required. In cases of default, the Supplier is entitled to impose default interest in the amount of 8.0% over the basic interest rate according to Section 242 of the German Civil Code (BGB). The Supplier reserves the right to claim further damages. Receipt of money by the Supplier shall be the determining factor.

7. The Buyer acknowledges that payment terms can only be granted within the framework of a credit rating from credit insurance. The credit exposure must stay within this credit limit while considering any outstanding deliveries. If this limit is exceeded by including any outstanding deliveries or orders, the Supplier can, among other things, specify reasonable partial payments and/or shorter payment terms, regardless of agreed upon due dates, and

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make further deliveries dependent upon payment by specifying new delivery deadlines.

8. Furthermore, all outstanding receivables shall come due immediately, even if the payment term has been granted, if the terms are not kept or if the Supplier becomes aware of circumstances that are likely to reduce the Buyer's creditworthiness. This is the case if, for example, the Buyer stops making payments or files to open insolvency proceedings or is rejected due to a lack of assets. In such cases, the Supplier is entitled to demand prepayment or securities for any outstanding orders.

9. In instances described in Paragraph 8, the Supplier may withdraw from the contract and demand compensation, especially for the preparatory work already completed and materials already procured. Recovered custom-made items can only be credited at scrap value.

## VI. Delivery dates and periods

1. The delivery period shall commence when the Supplier sends the order confirmation, however, not before clarifying all of the details for performance, providing any documents, approvals, releases to be furnished by the Buyer, or receiving agreed-upon down payments.

2. Subsequently, the agreed periods and deadlines shall be binding barring force majeure.

3. Adhering to the delivery date is incumbent upon the goods being made available ex works of the Supplier. If delivery "ex works" is not agreed, the Supplier must make the goods available on time, taking into account the standard time for loading and shipping.

4. The Supplier is permitted to ship partial deliveries.

## VII. Default of delivery or acceptance, breach of duty

1. The Supplier owes damages due to culpable delay of services according to Section 280(2) BGB only after a written notice. The claim for compensation is limited solely to the damages foreseeable to the Supplier at the time the notice is received and excludes damages caused by the interruption of operations.

2. In cases of slight negligence, damages shall be limited to retrofitting and extra freight costs.

3. If the deadline arrives and the Supplier does not perform a service or performs a service in a way other than agreed, then the Buyer may withdraw from the contract without further claims if the Buyer is not interested in subsequent performance. The Buyer may not infer any rights with respect to the partial deliveries that have been made from the delay of partial deliveries.

4. If the order quantities as agreed upon in the framework agreements are not accepted, then the Supplier is entitled to assert legal claims.

5. If dispatch is delayed for reasons attributable to the Buyer, then the risk of accidental loss or deterioration in the quality of the goods shall pass to the Buyer on the day the goods are made available. The buyer must assume any insurance costs.

## VIII. Force Majeure

1. Force majeure, especially, but not limited to natural catastrophes, fire, flood, labor disputes (strikes and lockouts), unrest, war, blockades, import and export bans, hold-ups not attributable to the Supplier of raw materials, machines or materials being delivered to the Supplier,

energy shortages, official measures and any other unforeseeable events which have unavoidable and serious effects on a contractual party shall release the contractual party from their performance obligations for the duration of the disruption and to the extent of its effect. The aforementioned shall also apply if these events occur when one of the affected contractual parties is in default.

2. The contractual parties are obligated to provide the necessary information immediately within reason and to adjust their obligations to the new circumstances in good faith. The parties shall inform each other immediately when the cause for delayed performance has ended. The Supplier is entitled to a reasonable period of time to resume production. If the disruption lasts longer than six months, then each contractual party is entitled to withdraw from the contract to the exclusion of all damages claims. Claims to reimbursement of services and compensation for futile expenditures and services performed shall remain unaffected by this. Section 206 BGB shall not apply.

3. If it is necessary to store goods ready for shipping or already in transport with carriers, then the Buyer shall assume these costs. The Supplier is entitled to invoice the goods once made available.

## IX. Quality and documentation

1. The Supplier must manufacture orders in accordance with the European standard of state-of-the-art technology when producing goods to be supplied and must comply with the applicable safety regulations listed in Paragraph 3 as well as the technical data agreed in the specification. Changes to the contents of a delivery require the prior written agreement of the Buyer.

2. The current edition of the VDA publication "Quality Management in the Automotive Industry- Quality Assurance for Supplies" (supplier selection/production process and product approval/quality performance) is suggested as a key guide to industry standards for first article inspection in the automotive industry. Additionally, the Supplier must constantly check the quality of delivery items. The contractual parties shall inform each other of ways to improve quality.

3. As part of the specifications, the Supplier and the Buyer shall agree upon the kind and scope of testing the goods will be subject to as well as the testing equipment and methods. Furthermore, the Buyer shall inform the Supplier of all relevant safety regulations and other stipulations for the Supplier's goods.

4. The Supplier must keep specific records on motor vehicle parts that are specially labeled in the technical documents or by a separate agreement, for example with "A" ("D"). The Supplier must record when, how and by whom the goods were inspected with respect to special record-keeping requirements or to the properties subject to documentation as well as the results of the required tests. The test documents must be stored for an agreed upon time and presented to the Buyer as needed. The Supplier must place upstream suppliers under the same obligations to the extent that this is legally possible. The current edition of the VDA publication "Documented Information and Retention" is suggested as a guide.

5. If the labeling changes for technical reasons, the increase/reduction in cost shall be settled by mutual agreement.

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6. Insofar as authorities responsible for motor vehicle safety, emission regulations or similar request to examine the production processes and the Buyer's test documents to verify certain requirements, the Supplier agrees, upon the Buyer's request, to grant said authorities the same rights in the Supplier's plant and to provide all reasonable support.

### X. Report of defects

1. The Buyer shall immediately examine deliveries in the ordinary course of business (receiving inspection), by way of derogation from Section 377(1) German Commercial Code (HGB) no later than within 8 days, and immediately report any defects that are discovered.

2. The Buyer must immediately examine incoming goods for category, identity, amount and recognizable damage from transport and/or moisture. The complaint period for these defects shall be 8 days. Differences in packaging must remain verifiable for examination by the Supplier.

3. The Buyer must report any defects that occur at a later date immediately upon discovery. Unless otherwise agreed, the Buyer shall bear the risk for discovering hidden defects when storing goods for over one month after delivery. The Buyer bears the burden of proof for the duration of storage that the Supplier is responsible for the reported defects.

4. The recipient of the goods must immediately report transport damage to the delivering carrier. The Buyer shall be liable for possible transport damage if the Buyer stipulates the packaging materials or rejects standard packaging materials.

### XI. Defects liability

1. A buyer's claims for material defects shall only exist if the goods delivered by the Supplier or if the services provided by the Supplier deviate from the quality contractually agreed upon in written specifications at the point risk is transferred and therefore cannot be used for the agreed upon purpose and the Supplier is responsible. The Buyer shall bear sole responsibility for the correctness and completeness of all order details, specifications for the Buyer's intended purpose and the decision on how the ordered goods and services will be used. The Supplier shall not assume any quality or durability guarantee without an express written provision in the specifications. The above shall also apply if DIN/ISO/EN standards valid at the time of the order are also used to fill gaps in the specifications.

2. The Buyer must immediately inform the Supplier about defects in writing and must provide the Supplier with all information the Supplier deems necessary, especially regarding storage, the use and compliance with agreed upon or standard operating and maintenance requirements. Faulty goods must be handed over or made available to the Supplier for examination and to determine the cause of the defect. If the Buyer does not comply with the obligation to inform and verify, then any claims for material defects shall be excluded. If defects for which the Supplier is responsible are detected, then the Supplier shall bear the costs of detecting the defects. If defects are not detected, the Buyer shall bear the costs of the inspections.

3. In the case of defects detected according to Paragraph 1, the Supplier shall fulfill its obligation of subsequent performance by improving the goods or delivering defect-

free goods, at the Supplier's discretion. As part of carrying out subsequent performance, the Buyer must give the Supplier the opportunity to sort out as well as improve the defect or to make a subsequent (replacement) delivery. If this type of subsequent performance is not feasible for the Buyer or if the Supplier does not comply within a reasonable period of time for the circumstances, then the Buyer may withdraw from the contract and send back the goods in their original packaging at the Supplier's risk. In urgent cases, the Buyer and Supplier can agree for the Buyer to undertake subsequent performance itself or through a third party. The Supplier shall bear any verifiable costs that arise from this option.

4. If, in the course of subsequent performance, the same goods are repeatedly delivered with defects, then the Buyer shall be entitled to withdraw from the contract for the unfulfilled scope of the delivery after a written warning if the delivery is once again defective.

5. If the defect is only determined after production has begun, despite observing the obligations pursuant to Section X (Report of defects), then the Supplier must bear the necessary expenses according to Section 439(2) BGB if the Buyer does not lower the purchase price. The Buyer is bound to all measures for mitigating damage.

6. In the event of a culpable breach of duty beyond the delivery of defective goods (e.g., in the case of a duty to disclose, advise or inspect), the Buyer may demand compensation for the consequential damages resulting from defects as well as for the consequential damages resulting from defects which the Buyer reimburses to the Buyer's customers pursuant to the law according to Section XII. Consequential damages resulting from defects are the damages that the Buyer has incurred on legal assets other than the defective goods, but resulting from the delivery of the defective goods. The Buyer shall only have further claims for expenses and damages due to the delivery of defective goods if contractually agreed. Section XVII Point 1 shall apply accordingly.

7. The Buyer must provide the Supplier with the parts to be replaced by the Supplier immediately, at the suppliers cost, and in a way to be agreed upon by both parties.

8. If the Buyer processes or manufactures the goods in question further or sells them, the claims for defects and compensation shall become null and void.

9. Defect claims shall expire at the end of 24 months after delivery unless otherwise agreed and the normal life of the delivered goods in use is not shorter. Recourse claims according to Section 478 BGB shall be settled at the discretion of the Supplier, especially via deliveries, discounts or credits.

10. Claims for defects shall not arise if the defect is a result of violating operating, maintenance or installation instructions, unsuitable or improper use, faulty or negligent treatment, wear and tear or alterations to the delivery object by the Buyer or third parties.

11. In the event of defective deliveries, the Buyer's claims arising from product liability law, unauthorized acts or negotiorum gestio are excluded from this Section XI.

12. If the Supplier has rejected in writing claims for defects that were raised within the period according to Subsection 9, then the Buyer shall be precluded from raising said claims after six months from receipt of the rejection, no later than one year after raising the claims (Section 307 (8)

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lit. b (ff) BGB). By negotiating over the report of defects, the Supplier does not waive the objection that the report was not made on time, in a sufficient manner or in the proper form.

13. The above terms and conditions shall also apply accordingly if the Supplier works on goods on behalf of the Buyer – regardless of whether these goods were provided. In this case, the remedy shall be through subsequent processing instead of new delivery. However, all payment claims against the Supplier, regardless of their nature and legal basis, shall be limited to the amount of the agreed-upon processing costs.

14. The Supplier shall only be liable to the Buyer for subcontracted goods used by the Supplier if the Supplier is subject to a selection obligation or any other significant testing obligation.

## XII. General liability

1. If no other liability regulations are made in these terms and conditions, then the Supplier shall only be liable within the framework of compulsory legal provisions. The same shall apply for all risks from the electronic exchange of data.

2. There shall only be an obligation to pay damages if the Supplier is at fault for the damages caused by the Supplier and the Supplier caused the damages by intent or gross negligence. The Supplier shall only be liable for slight negligence for breach of material contractual obligations, provided that liability for said negligence is not precluded.

3. If a claim is asserted against the Buyer on the grounds of strict liability in respect of third parties pursuant to provisions which are not subject to the disposition of the contractual parties, the Supplier shall be liable to the Buyer on the grounds of fault.

4. The principles of Sections 254, 426 BGB shall apply accordingly to the compensation for damages between the Buyer and the Supplier. The same shall apply in the event of a direct claim against the Supplier. In any case of claims against the Buyer or the Seller that may lead to a liability settlement under these terms, the Supplier and Buyer must immediately inform each other and exchange all information and documents necessary for a legal defense upon request. Any legal action, especially the conclusion of settlements which could trigger recourse against the other contractual party, requires the prior consent of the affected contractual party. A breach of these duties shall exclude claims for recourse. The choice of law for the legal defense for claims raised outside the country shall be open; either the law of the ruling court or the place of the offense.

5. If third parties or authorities make a claim against the Supplier as a manufacturer for the use of the Supplier's name or trademark on products delivered by the Supplier and used in the manufacturing of the Buyer's products, particularly according to Section 4 of the German Product Liability Act or in accordance with the German Act on the Reorganization of the Safety of Technical Work Equipment and Consumer Products or legal regulations based on this legislation, then the Buyer must release the Supplier from all claims and costs from the involvement in official measures.

6. There shall be no obligation for compensation to the extent that the Buyer has effectively limited the Buyer's liability towards customers. In doing so, the Buyer shall

also agree to limit the liability of the Supplier to the extent allowed by law.

7. Claims from the Buyer shall be precluded to the extent that the damage is attributable to the Buyer or a third party due to violating operating, maintenance or installation instructions, unsuitable or improper use, storage, faulty or negligent treatment, wear and tear or faulty repairs.

8. The Supplier shall only be liable for measures taken by the Buyer to prevent damage (e.g., recalls due to safety concerns) to the extent that the Supplier is legally required to do so due to fault.

9. The Supplier shall only be liable for technical information, recommendations and advice, even in the scope of development services, if a consulting contract has been concluded in writing for these services. Any responsibility arising from the use and application of otherwise provided information shall lie solely on the decision of the Buyer regarding use and application. The Supplier does not assume any liability in this regard. Unless explicitly agreed upon in writing, this information shall never be regarded as a quality or durability guarantee. Details in catalogs, technical documents, or other advertising or informative materials are always non-binding and shall never become part of the contract without express written agreement.

10. Section VII(1) and Section XVII(1) may be applied to development contracts accordingly if the Supplier is not adequately protected.

## XIII. Confidentiality

1. The contractual parties are obligated to treat all commercial and technical information, knowledge, data and documents, expertise, calculations, procedures and processes that are not in the public domain and that become known to each other as a result of the professional relationship as trade secrets of the other contractual party. They shall bind their employees in writing to adhere to the same level of confidentiality.

2. Illustrations, models, templates, prototypes and similar items may not be handed over to unauthorized third parties or otherwise made available to them. The reproduction of such items is only allowed within the context of operational requirements and copyright laws. Upon termination of the contractual relationship, all documents listed in this provision shall be returned or destroyed at the request of the authorized party.

3. Subsuppliers must also be bound accordingly.

4. The supplier shall assume no liability for risks from agreed upon data transfers.

5. The contractual partners may only advertise their professional relationship with prior written agreement.

## XIV. Industrial property rights

1. The Supplier shall be liable for claims arising from violations of industrial property rights and applications for industrial property rights (industrial property rights) when using delivery items in accordance with the contract when at least one of the industrial property rights from the class of industrial property rights is published in the Supplier's domicile country, by the European Patent Office or in one of these nations: The Federal Republic of Germany, France, Great Britain, or Austria.

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2. The Supplier shall release the Buyer and the Buyer's customers from all claims arising from the use of such property rights.

3. The aforementioned shall not apply if the Supplier has manufactured delivery items according to illustrations, models or other equivalent descriptions or information provided by the Buyer or used the Buyer's tools, devices or production materials and the Supplier does not know or is not required to know that industrial property rights are being violated as a result of doing so.

4. If the Supplier is not liable in accordance with Subsection 3, the Buyer shall release the Supplier from all third-party claims.

5. The contractual parties are bound to inform each other immediately of any infringement risks and alleged infringement risks the parties become aware of and to give each other the opportunity to counteract such claims by mutual agreement.

6. The Supplier shall inform the Buyer upon the Buyer's request of the use of both the Supplier's and licensed published and unpublished industrial property rights and applications for industrial property rights on a delivery object.

7. The principles for the limitation of liability under these terms shall apply accordingly.

8. Industrial property rights and expertise shall not be transferred without express written agreement. Rights of use and exploitation shall not be established. Such rights shall remain the sole property of the holder.

## **XV. Use of production materials and confidential instructions from the Buyer**

1. Models, matrices, templates, prototypes, tools and other production materials as well as confidential instructions that the Buyer provides to the Supplier or that the Buyer pays for in full may only be used for deliveries to third parties with the Buyer's prior written consent.

2. The Buyer must pay for any modification costs to tools and matrices that arise for ordered parts as a result of modified illustrations.

3. The changes will only be made once the costs for the tools have been allocated and the prices for the finished goods have been adjusted and both have been mutually agreed upon in writing.

4. Tools and matrices for manufacturing profiles will be kept for ongoing production and up to 3 years after the final order. After this time, the Supplier is entitled to scrap the tools. In the event of a new delivery scheduled after this time, new tools must be produced at the Buyer's cost.

5. If the Buyer anticipates subsequent orders, an agreement must be made with the Supplier about permanent storage of tools in good time, prior to the expiration of the storage deadline according to Paragraph 4.

6. The Buyer shall bear these costs. Once the storage obligation for the Buyer's devices, tools and production materials ends, the Supplier's obligation to fulfill subsequent orders shall also end unless otherwise agreed.

7. If the Buyer provides production equipment or gages to the Supplier, then they must be sent to the Supplier at no extra charge. The Buyer shall bear the costs for ongoing maintenance and change. The Buyer can request these costs to be included in the series price. Major overhauls or necessary adjustments to safety standards of the trade

association or trade supervisory center and replacement due to usage-related reasons shall be reimbursed by the Buyer regardless.

9. The Buyer is responsible for tools, devices and production equipment provided by the Buyer and for guaranteeing their functionality for the goods to be produced using them. The Buyer shall bear the costs for implementing these resources into the Supplier's production facilities. The Supplier shall not be obligated to check the conformity of the provided equipment with accompanying illustrations or prototypes without special agreement. The above shall also apply to certain suppliers specified by the Buyer to the Supplier. The Supplier is entitled to make changes for technical reasons.

10. The Supplier shall invoice the costs for any workpiece-related parts or production equipment that are manufactured or acquired on behalf of the Buyer. If the full costs have not been calculated, the Buyer shall also bear the remaining costs if the Buyer does not accept the quantities promised by the Buyer when the contract was concluded. Devices, tools and production equipment shall remain the property of the Supplier.

11. The tools, devices and production resources must be insured by the owner. Claims for compensation resulting from consequential damages are excluded.

12. The Supplier can demand that the Buyer retrieve such equipment after delivery has ended. If the Buyer does not comply with such a request within three months, the Supplier is entitled to return the equipment to the Buyer at the Buyer's expense.

13. If there are to be storage guidelines for the sporadic production of spare parts, agreements shall be made at the end of series production regarding the cost of storage and facilitating production readiness.

## **XVI. Title retention**

1. As part of the overall reservation of title entitled to the Supplier, the Supplier shall retain title to the delivered goods until all receivables from the Buyer, including future receivables, resulting from the professional relationship have been settled. Processing and finishing shall be carried out for the Supplier without binding the Supplier and without loss of ownership. If the Buyer combines the reserved goods with other goods, then the Buyer shall be obligated to transfer co-ownership of the new items to the Supplier proportionate to the invoice value of all combined goods to the extent that the main item belongs to the Buyer. The new item shall be considered reserved goods within the meaning of these terms.

2. The Buyer is entitled to sell reserved goods in the course of ordinary business. Any other disposals beyond the performance claims incumbent upon the Buyer shall be forbidden. Goods subject to title retention may not be used by the Buyer as a form of security against the Buyer's creditors. The above shall also apply within the scope of financing methods on the part of the Buyer such as factoring or forfeiting.

3. The Buyer shall assign all receivables accrued by the Buyer, together with all ancillary rights, from the use of the reserved goods to the Supplier accepting these receivables, until the receivables specified in Subsection 1 have been paid in full. If the reserved goods are sold with other items that do not belong to the Supplier, or if they are

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used as materials in performing work contracts, the share of the profits corresponding to the co-ownership shall be assigned to the Supplier.

4. The Buyer is only authorized to collect the assigned receivables in the ordinary course of business. The Buyer must immediately inform the Supplier of any access third parties have to reserved goods or to assigned receivables. The Buyer shall bear the costs for interventions.

5. At the request of the Supplier, the Buyer shall be obligated to inform third-party buyers of the suppliers in certain substantiated cases. The buyer shall also be obligated to provide the Supplier with information necessary for the Supplier to assert its rights, to separate the goods and, if necessary, to mark the goods and to hand over the corresponding documents.

6. The Buyer's authorization to have access to the reserved goods and to collect the assigned receivables shall terminate if the Buyer does not comply with payment terms or in the case of protested bills of exchange or checks. In such cases, the Supplier shall be entitled to take possession of the reserved goods. The Buyer shall bear the costs arising from this action.

7. The Supplier shall release the securities held by the Supplier if their value exceeds the receivables being secured by more than 20% in total.

Wuppertal, May 2020

### XVII. General terms, data protection

1. When determining the amount the Supplier shall pay for compensation claims, the following shall be taken into appropriate account in the interest of the Supplier: the economic circumstances of the Supplier, the type, scope and duration of the business relationship, any contributions to cause and/or fault on the part of the Buyer according to Section 254 BGB, the proportion of the price of the goods to the scope of the damage and a particularly unfavorable installation of the supplied part. Of particular importance: The compensation, costs and expenses which the Supplier ought to bear must be in appropriate proportion to the value of the supplied part.

2. Pursuant to Section 28(1) German Federal Data Protection Act (BDSG), the Supplier informs the Buyer that personal data is stored in connection with a contractual relationship.

3. The validity of the other provisions in this contract shall not be affected should one of the provisions in these terms and conditions and the other concluded agreements be or become invalid. The contractual parties are obligated to replace the invalid provision with a provision that comes as close as possible to the invalid provision in legal and economic terms.

4. Only the law of the Federal Republic of Germany shall apply unless otherwise agreed. The use of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall always take precedence over foreign law.

5. The Supplier's headquarters shall be the place of performance. A different location can be agreed to for the deliveries.

6. The place of jurisdiction shall be the court responsible for the Supplier's headquarters unless the legal reference to foreign law, specifically according to Section XII (4), states otherwise.