

### 1. Coverage

(1) The following terms apply to deliveries of tool systems made of carbide and HSS (High-speed steel) as well as probes and selectors, unless there was a different agreement in writing, for all contracts, deliveries, and services. All offers are subject to change. The obligation to deliver shall arise only after successful and proper written confirmation of the order. The sole means of payment will be in euros.

### 2. Prices, deliveries, call-offs, and smaller or larger deliveries

(1) The prices are, unless otherwise agreed, will be ex works, without packaging. The prices are only valid for the ordered quantity and only for the execution provided in the offer or in the order confirmation. If, contrary to the offer and the request, drawings, samples, fit pieces, or gauges are furnished with the order, any extra or special services required will be billed separately. Prices do not include Value Added Tax (VAT). In the event that orders are cancelled or there are reductions in the quantity, costs already incurred will be billed. Any material already procured or released must be paid for by the purchaser. By reimbursing a share of the tool costs, the purchaser will not acquire the right to the tools. These shall remain our property. The supplier reserves ownership of rights and copyrights for design drawings and other documents. These may not be made available to third parties.

(2) We are entitled to execute or provide outstanding deliveries and services only with advance payment or the furnishing of security if, after the conclusion of the contract, we become aware of circumstances that might significantly reduce the creditworthiness of the purchaser and through which the payment of our outstanding claims from the respective contractual relationship will be endangered.

(3) For call orders, the goods will be manufactured in one lot. After receipt of the first partial delivery, a change to the original ordered goods will be ruled out.

(4) We reserve the right to make smaller and larger deliveries of +/- 10% of the order.

### 3. Shipping and delivery deadlines

(1) The shipment will be made at the sole expense and risk of the purchaser. If there are no instructions given for shipping, it will be carried out at our discretion with no guarantee of the cheapest shipping. As a rule, we do not take out transport insurance.

(2) The agreed delivery period begins with the dispatch of the order confirmation, but not before the provision of the documents, permits, and releases that the purchaser must obtain, nor before receipt of the down payment agreed on. The delivery period shall be deemed met if the goods have left the supplier's plant at the agreed time or the goods have been provided for collection. If there is a delay on our part, the purchaser shall allow a reasonable grace period. After expiration of the grace period, the buyer is entitled to rescind the contract and to make claims for damages in accordance with Section 4. For our part – without prejudice to our rights deriving from delays by the purchaser – we may require the purchaser to allow an extension of the delivery periods or a postponement of delivery dates for the period during which the purchaser does not meet its contractual obligations towards us.

(3) We shall not be liable if delivery is impossible or if delivery delays are caused by Acts of God or other unforeseen events at the time of the contract that are not our responsibility (for example, business disruptions of all kinds, difficulties in material or energy procurement, delays in transport, strikes, or legitimate lockouts, lack of manpower, energy, or raw materials, difficulties in obtaining required official permits, regulatory actions, non-delivery by suppliers, incorrect or untimely delivery by suppliers). If such events significantly impede delivery or make it impossible and the hindrance is not merely of a temporary nature, we are entitled to withdraw from the contract. In the event of hindrances of a temporary duration, the delivery periods shall be extended or postponed for the length of the hindrance plus reasonable lead time. If the purchaser is unable to accept the delivery as a result of the delay, the purchaser can withdraw from the contract by giving us immediate written notice.

### 4. Liability and Compensation

(1) In accordance with this Section 4, our liability for damages, for whatever legal reason, shall be limited in particular to impossibility or delay of delivery, inadequate or incorrect delivery, breach of contract, breach of obligations under the contract, and prohibited acts, if in each of these cases there is negligence.

(2) We shall not be liable in the case of simple negligence by our corporate entities, legal representatives, employees, or other agents as long as this does not involve a breach of contractual obligations. Essential contractual obligations would be timely delivery, freedom from legal defects, and defects which would affect functionality significantly. This also would include obligations to give advice about, protect, and secure the contractually delivered goods in such a way that would enable the purchaser to use them, or would protect the life and limb of the purchaser's employees, or protect the purchaser's property from any significant damage.

(3) If we are liable on the merits for damages, this liability will be limited to damages that we foresaw in the contract as a possible consequence of a breach of contract or that we could have foreseen when applying the usual due diligence. Indirect or consequential damages resulting from defects in the delivery item are also only eligible for compensation if such damages would likely be expected from the intended use of the delivery item. Specifically, compensation for loss of profit, machine downtime, and contractual penalties will be ruled out.

(4) Limitations listed in this Section 4 shall not apply to liability due to wilful conduct, guaranteed characteristic features, injury to life, limb, or health, and provisions of product liability laws.

### 5. Technical requirements

If inquiries and order documents regarding execution do not contain any special provisions, the technical delivery conditions of the DIN, version m (medium) apply as agreed. The supplier is not liable for errors resulting from documents submitted by the purchaser.

## 6. Warranty

(1) The warranty period will be 12 months from delivery or, if acceptance is required, from the time of the acceptance. The items delivered must be carefully inspected immediately after delivery to the purchaser or to third parties designated by the purchaser. If we do not receive a written notice of defects within 8 working days after delivery, the items delivered shall be deemed accepted by the purchaser with respect to obvious defects or other defects that would have been evident on the occasion of an immediate, careful examination. With respect to other defects, the delivered goods shall be deemed approved by the purchaser if we do not receive a complaint within 8 working days of the date on which the defect is discovered. If the defect was already apparent at an earlier stage during normal use, that earlier date will be the important factor for the commencement of the complaint period. At our request, the rejected delivery item should be returned to us FOB. For any justified complaints, we will refund the cost of the least expensive shipping means.

(2) In the event of material defects in the delivered goods, we are obliged and entitled to remedy or replace the goods within a reasonable period of time. If there is a failure to perform involved, such as due to impossibility, unacceptability, refusal, or unreasonable delay in repair or replacement, the purchaser may withdraw from the contract. If the defect is our fault, the purchaser may claim damages as stipulated in Section 4 .

## 7. Payment terms

(1) Unless other arrangements are made, our payments terms, even for partial deliveries, will be as follows: Target date is 10 days after departure of the invoice with 2% discount or 30 days net. Foreign countries or unknown buyers are subject to special payment terms that will be agreed on. For late payments, an annual interest rate of 9% above the respective base rate of the European Central Bank (ECB) will be charged without giving notice of this. The withholding of payments or offsetting of potential counterclaims by the purchaser which are disputed by the supplier will not be permitted. The goods will remain our property until full payment is made, and for bills of exchange until they are redeemed. Without our prior written consent, the purchaser will not be entitled to ownership of the goods delivered by us and still subject to retention of title (reserved goods). Disposal of the purchaser's legal position in relation to the reserved goods (right of entitlement) remains permissible as long as the third party is informed of our ownership rights. In the event of access by third parties – particularly judicial officers – to the reserved goods, the purchaser must indicate our ownership and inform us of this immediately so that we can enforce our property rights.

(2) The purchaser's conditions shall not be binding even if the supplier does not expressly reject them. Deliveries will be made only for purchasers who supply a VAT identification number according to the destination principle.

## 8. Final provisions

(1) Place of performance for delivery and payment is Villingen-Schwenningen. The place of jurisdiction is Villingen-Schwenningen. Only German law shall be valid.

(2) If provisions of the purchaser are divergent in any respects and if these are not expressly confirmed by us in writing, this shall require objection by the purchaser immediately upon receipt of the order confirmation.

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