

Sales Conditions

The user (hereinafter "SUPPLIER" or "COMPANY" is a company of the Intertool Ltd.



1 General – Scope

1.1 Our General Terms and Conditions of Delivery and Payment (hereinafter referred to as "Terms and Conditions") apply exclusively to all our deliveries and services (hereinafter individually or jointly referred to as "Service(s)"); conflicting conditions or conditions that deviate from our Terms and Conditions, or terms and conditions of the customer that are not regulated in these Terms and Conditions, will not be recognised by us, unless we have expressly agreed in writing to their validity. Our Terms and Conditions do even apply if we provide the service to the customer without reservation, although we are aware of the existence of conflicting conditions or of conditions of the customer that are not regulated in our Terms and Conditions, or when the customer draws attention to the applicability of his general terms and conditions at the time of his request or when placing his order.

The General Terms and Conditions contained in the following chapters apply in all cases additionally and exclusively to the deliveries and services that are defined there. In case of contradictions with these Terms and Conditions, the regulations of the respective deliveries and services defined in the following chapters take precedence.

- 1.2 All arrangements that will be made between us and the customer for the purpose of implementing an agreement, are laid down in writing in the agreement and in these also applicable Terms and Conditions.
- 1.3 Our Terms and Conditions only apply vis-à-vis a company.
- 1.4 Within the framework of existing business relationships, these Terms and Conditions also apply to subsequent and follow-up orders.

2 Offer

Our offer is non-binding, unless agreed otherwise.

3 Prices – Payment Terms

- 3.1 Unless agreed otherwise, delivery and our prices are "ex-works, Incoterms 2020, exclusive of the cost of packaging and transportation; the latter will be charged separately.
- 3.2 The legal value-added tax is not included in our prices; it will be shown separately on the invoice at the legal rate that prevails at the time of raising the invoice.
- 3.3 Special written agreement is required for applying discounts.
- 3.4 Except when agreed otherwise, the purchase price must be paid net (without deductions) within 30 days from the date of the invoice. Should the customer get in default, we will have the right of demanding delay interest at nine percentage points over the at that time prevailing official basic rate.
- 3.5 If no specific arrangement has been agreed between us, payment must be made as follows for drawing tools, custom-made products of projects, as follows:
- One third as down payment upon receipt of the order confirmation;
 - One third upon delivery;
 - One third, two weeks after Acceptance.
- 3.6 The customer is only entitled to offsetting, if his counterclaims have been legally established, are not

disputed or have been recognised by us. The same applies to retention rights and performance refusal right; moreover, the customer will only be entitled to exercise a retention right if his counterclaim is based on the same contractual relationship.

4 Delivery – Delivery Schedule

- 4.1 Should the customer get in default or culpably infringe any other obligations, we will have the right of demanding compensation for the resulting damages, including possible extra expenses. The right of lodging additional claims remains reserved.
- 4.2 If the stipulations of these Terms and Conditions have been complied with, the risk of accidental loss or impairment of the purchased matter will pass to the customer at the moment that he gets into default on Acceptance or Payment. If the purchased items are dispatched upon the request of the customer, the risk will pass to him at the moment that the purchased items are handed over for dispatch. In all other cases, the risk passes to the customer upon handing over the purchased items to him, or, if the performance of the company is subject to Acceptance, it passes upon Acceptance.
- 4.3 If we are unable to meet our obligations because of an event of force majeure, meaning an unforeseen event beyond our control and for which we are not responsible (for example measures and orders of the authorities (whether they are valid or invalid), fire, floods, storms, explosions or other natural disasters, mobilisations, wars), the period for fulfilling our obligations will be extended by the period that the events causing the delay persist, provided that it can be substantiated that these impediments have more than a minor impact on the manufacturing, delivery or fulfilment. This also applies if these circumstances occur during a delay in delivery or at one of our suppliers.
- 4.4 We will be released from our obligation if, through no fault of ourselves, we are ourselves not supplied in good time with the correct goods that we have ordered for fulfilling the agreement.
- 4.5 Partial deliveries are permissible to a reasonable extent.
- 4.6 If we have not agreed otherwise and it is reasonable for the customer in the particular case, we have the right of varying the delivery quantity by $\pm 10\%$. The customer will then have to pay for the actually delivered quantity.
- 4.7 We are liable for delays in delivery in accordance with the statutory stipulations, whilst taking into account the restrictions set out in these Terms and Conditions, subject to the following proviso:
To the extent that the delay in delivery stems solely from simple negligence and liability is not mandatory because of loss of life, bodily injury or impairment of health or in relation to standing surety or procurement risk, our liability for damages caused by delay is in any case always limited in such a way that the customer can demand a maximum of 0.5 % for each completed week of delay, with a maximum of 5 % of the price of the part of the delivery in respect of which the delay occurred. This does not amount to a change in the burden of proof to the disadvantage of the customer. A possible right of

- 4.8 withdrawal of the customer is not affected by this.
- If the customer is in default on Acceptance, we have the right of demanding compensation of the costs incurred by us for extended storage of the concerned goods in the amount of 0.5 % of the price of the concerned goods for each commenced week, with a maximum of 5 %. The parties will be free to prove that higher or lower storage costs have been incurred, or no costs at all. Possible other legal rights, such as withdrawal from the agreement and compensation for damages, remain unaffected.

5 Material Defects

- 5.1 Claims relating to material defects are subject to a period of limitation of twelve months from the passage of risk. This does not apply where longer period are mandatorily prescribed by law and never in the case of damages emanating from off of life, bodily injuries or impairment of health, nor in case of damages that are the result of wilfulness or grossly negligent dereliction of duty.
- 5.2 The customer must lodge claims for damages in relation to material defects without delay with us in writing, in any case with seven days from the deficiency having occurred or having been discovered. Else, the claims for damages in relation to material defects will be rejected. We do not agree to a unilateral restriction of the customer's statutory obligations of examination and lodging complaints.
- When claims for damages in relation to material defects have been lodged, the customer may only withhold payment to an extent that is in suitable proportion to the damage that has been incurred. The customer may only withhold payment, if a justified claim or damages has been lodged. If the claim for damages is culpably unjustified, we will be entitled to demand reimbursement from the customer of the expenses incurred by us in relation to such unsubstantiated claim.
- 5.3 Initially, must always be given the opportunity of providing remediation within a reasonable period.
- 5.4 All claims for compensation for damages are exclusively governed by the arrangements of these Terms and Conditions. Extended claims or claims other than those regulated in these Terms and Conditions in relation to a material defect are excluded.

6 Industrial Property Rights and Copyrights – Deficiencies in Title

- 6.1 Without our written consent, it is not permissible to pass on our property rights to third parties. If we have not agreed otherwise, we are merely obliged to render the service free of property rights of third parties in the country of the production and delivery location. "Property rights" within the meaning of these Terms and Conditions are patents, utility models and registered designs, trademarks, including their respective applications, as well as copyrights. If a third party lodges justified claims against the customer on account of infringement of industrial property rights through services rendered by us in accordance with the agreement, we will be liable vis-à-vis the customer as follows, within the periods stated in these Terms and Conditions:
- 6.2 We will, at our discretion and at our expense, either obtain a right of use for the services concerned, modify them to

the effect that the property right will not be infringed, or replace them. If it is not possible for us to do so on reasonable conditions, the customer will be entitled to exercising the statutory rights of withdrawal or reduction. Our possible obligation of paying compensation for damages will not be affected by this and will be in accordance with the arrangements contained in these Terms and Conditions.

- 6.3 The aforementioned obligations will only apply if the customer informs us forthwith in writing of claims lodged by a third party, does not acknowledge an infringement and leaves all defensive measures and settlement negotiations to be decided and held at our discretion. If the customer ceases to use the service for reasons of damage reduction or on other important grounds, he will be obliged to point out to the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.
- 6.4 Claims of the customer will be rejected if the infringement of property rights is caused through conforming to specific specifications of the customer, through application that could not be foreseen by us or through the customer modifying the service or using it together with products have not been supplied by us.
- 6.5 Claims of the customer for expenses incurred for the purpose of subsequent performance, in particular, transport, travel, labour and material costs, are excluded.
- 6.6 In the event of infringements of property rights on our part, the stipulations of these Terms and Conditions will apply mutatis mutandis.
- 6.7 Further reaching or other claims for compensation against us and our fulfilment agents are excluded.

7 Manufacturing Products Based on Drawings – Amendments to Our Products – Operating Manuals

- 7.1 If the customer provides us with drawings in conjunction with the products to be supplied or with drawings of the parts that must be manufactured with the products, the customer is responsible for ensuring that the drawings will be complete and correct. Moreover, the customer does himself have the obligation of testing whether the products manufactured on the basis of such drawings do conform to all specifications stated on the drawings.
- 7.2 Without our prior consent, the customer is not permitted to make alterations to our products.
- 7.3 Where we are under the obligation to supply an operating manual for our products, we will make one available to the customer in the German and English languages. Additionally, an operating manual will be made available in the language of the country, where the user has his statutory seat. Operating manuals in other languages will only be made available to the customer upon specific request, and only if one is available in the desired language.

8 Compensation for damages

- 8.1 We are liable for compensation for damages and for reimbursement of futile expenses (hereinafter referred to as "damages") emanating from shortcomings in the delivery or service or as the result of breaching

- other obligations, particularly from unlawful actions, in accordance with the law only in the case of wilfulness or gross negligence. The limitation on liability as stated above does not apply in cases of loss of life, bodily injuries or impairment of health, when we have issued a guaranty or accepted procurement risk and in case of infringement of material contractual obligations.
- 8.2 Damages for breach of material contractual obligations are limited to paying damages that are typical for the agreement, which, on the basis of circumstances recognisable to us, we ought to have foreseen as a possible consequence at the time of concluding the agreement, except in cases of wilfulness or gross negligence or liability is assumed on account of loss of life, bodily injuries or impairment of health, or when a guaranty has been issued or we have accepted procurement risk.
- 8.3 The amounts of compensation for damages that are typical for the agreement and that ought to have been foreseen, are:
- per damage event: a maximum of five times the net purchase price of the order concerned; and
 - in case of multiple damage events related to the customer, within a single calendar year: a maximum of twice the net turnover at which the customer purchased products from us during the concerned calendar year up, to the occurrence of the damage event.
- 8.4 Irrespective of the above-mentioned stipulations of these Terms and Conditions, when determining the amount of the claims for damages existing against us, the economic circumstances at our company, the type, scope and duration of the business relationship, any causation and fault contributions of the customer will be taken into account appropriately in our favour. Particularly, the compensation payments, costs and expenses that we are obliged to bear must be in reasonable proportion to the value of the services.
- 8.5 The limitation on liability applies correspondingly to fulfilment and implementation agents.
- 8.6 The arrangements above do not amount to a change in the burden of proof to the disadvantage of the customer.
- 8.7 Material contractual obligations within the meaning mentioned above are such obligations, where, if they are not honoured, proper implementation of the agreement is not possible in the first place, and that the customer must be able to consistently rely on them being honoured.
- 9 Reservation of Title**
- 9.1 The objects of the deliveries (goods subject to reservation of title) will remain our property until all our claims against the customer emanating from the business relationship will have been settled. It even applies if the purchase price for particular delivered goods, as designated by the customer, have been paid. If the value of all security interests in our favour against the customer exceed the total amount of all secured claims by more than 20 %, we will, upon the request of the customer, release a corresponding part of the security interests.
- 9.2 Whilst goods are under reservation of title, the customer is prohibited from pledging or ceding the goods as surety and resale is only permitted to resellers in the normal course of business and only on condition that the reseller will receive payment from his customer or makes the reservation that the title will only pass to the customer when the customer has honoured his payment obligations.
- 9.3 In case of liens, seizures or any other acts of disposal or actions by third parties, the customer must notify us forthwith.
- 9.4 If the customer has resold the purchased matter within the normal course of business, he will already now cede to us all receivables up to the final invoice amount of our claim (including turnover tax) that he may become entitled to receive from his customer or third parties on account of reselling to them, regardless of whether the purchased matter has been resold without processing or after processing. The customer remains entitled to collecting under the claim, also after it has been ceded. This has no impact on our own right of collecting under the claim. However, we commit ourselves to not collecting under the claim for as long as the customer honours his payment obligations emanating from the secured proceeds, no event of default occurs and, particularly, does not request the instigation of bankruptcy / insolvency proceedings and payments are not suspended. However, should that be the case, we may demand for the customer to disclose to us all ceded claims and the names of the concomitant debtors, to provide us with all information that is necessary for collecting under the claims, to submit to us all appurtenant documentation and to notify the debtors (third parties) of the cession.
- 9.5 Processing of or transforming the purchased matter by the customer is always done on our behalf. If, for processing of the purchased matter, objects are used that do not belong to us, we acquire co-ownership in the new object in proportion to the value of the purchased matter (final invoice amount including turnover tax) in terms of the other processed objects at the time of processing.
- 9.6 If the purchased matter is mixed with objects that do not belong to us, in a way that they cannot be separated, we acquire co-ownership in the new object in proportion to the value of the purchased matter (final invoice amount including turnover tax) in terms of the other mixed objects at the time of processing. If the mixing is done in a way that the goods belonging to the customer can be considered to be the main object, it is considered to have been agreed that the customer will transfer proportional co-ownership to us. The customer will hold the sole ownership or co-ownership that has come about in that way, on our behalf.
- 10 Tools**
- Tools or moulds that the supplier produces or procures, remain the property of the supplier, even if the production or procurement is charged to the customer.
- 11 Requirement of Acceptance**
- 11.1 From time to time, the company does also contractually owe the production of work or the bringing about of a result. The deadline and conditions for carrying out the work and bringing about the result through Acceptance must be mutually agreed by the parties.

- 11.2 Acceptance is associated with the signing of the performance record or with the commissioning. The customer may not refuse Acceptance on account of immaterial deficiencies. The implementation staff will present a performance record to the customer for signature, which the customer must sign if the service has been properly rendered.
- 11.3 As much as possible and in principle, the service staff will render the services in one fell swoop, without interruption. If doing so is not possible for reasons that the customer is responsible for, the customer must bear the costs that will be incurred because of it, especially in respect of the additional commuting of the implementation staff. It also applies if spare parts must be procured that become necessary whilst work is under way and that are not immediately at hand. These and all other services rendered on the customer's premises are always rendered during our normal working hours (Mondays to Fridays between 8:00 and 17:00 hours). In all these cases we will endeavour to complete rendering the service as soon as possible, though against reimbursement of the additional costs. However, in any case we also have the right of interrupting a service that is being rendered at short notice, if the deployed staff is urgently required elsewhere (for example in case of acute operational disruptions at another customer that must be remedied immediately) and immediate rendering of the service on the customer's premises is not necessary. We will bear the emanating additional costs, under exclusion of claims for compensation of the customer on account of the interruption. The interruption will be limited to the absolutely necessary minimum.
- 11.4 If our service staff is on location but Acceptance fails for reasons that the customer is responsible for, the ensuing additional costs may be charged to the customer.
- 11.5 If, contrary to agreement, our service staff is not on site, the stipulations of these Terms and Conditions will apply to the consequences of the company's absence in terms of damages.
- 11.6 In the event of necessary disposal, any additional expenditure may be charged to the customer.
- 11.7 Where our service involves the fitting of parts manufactured by us into other parts, the customer assures that his parts do conform to the drawings and will fit precisely. It is the task of the customer to avoid conflicts with other (parts of) machines or other processes of the customer. Functional clarifications of the process requirements in terms of the machine and processing concept, must be provided by the customer. The company does not accept recourse with regard to suitability of the supplied part for the processes of the customer.
- 11.8 In all other regards, the arrangements of these Terms and Conditions apply mutatis mutandis.
- 12 Software**
- 12.1 The company also provides software services as per contractual agreement.
- 12.2 If the delivery scope encompasses software, the customer will be granted a non-exclusive licence to use the software, including its documentation, for its intended purpose. The scope of the intended use may be gleaned from the data sheet belonging to the respective software or from the operating instructions for the respective software.
- 12.3 The software is provided for use exclusively for the purpose of the agreement and during the validity period of the agreement; in the event of a culpable breach of this obligation, we will be entitled to demanding an appropriate additional remuneration. Further-reaching claims are not affected by this.
- 12.4 Multiplication of the software is only permitted for inhouse back-up purposes. Except in cases of decompiling, the customer is not entitled to change, reverse engineer or translate the software nor to extract parts from it. The customer may not remove alphanumeric and other identifiers from the data carriers and must copy them unchanged to each back-up copy. The customer undertakes not to remove and not to change manufacturer information – especially copyright notices.
- 12.5 Only deviations from the conclusive specifications contained in the data sheet or the operating instructions and reproducibly demonstrated by the customer will be considered to be material defects in the software. However, a material defect does not exist if it does not occur in the version of the software last provided to the customer and its use is reasonable for the customer.
- 12.6 Claims in respect of material defects will not be entertained with regard to
- damage that is the result of wrong or negligent handling of the software;
 - damage that is the result of extraordinary external influences that are not provided for in the agreement;
 - alterations made by the customer or by third parties, and of the ensuing consequences;
 - software extended by the customer or a third party beyond an interface provided by us for this purpose;
 - compatibility of the software with the data processing environment used by the customer.
- 12.7 In the case of software, the claim for remediation will be honoured – at our discretion – as follows: We will provide an update or an upgrade of the software as a replacement, provided that we have it available or can procure it with reasonable effort.
- 12.8 The customer is only entitled to maintenance and adaptation of the software, if he has concluded a maintenance agreement with us.
- 12.9 Where we provide the customer with software for which we only have a derived usage right (third-party software), the terms of use agreed between us and the licensor will apply additionally and prevail over our Terms and Conditions. In case we provide the customer with open-source software, the terms of use that govern the open-source software will additionally apply and will prevail. On the data sheet or in operating instructions we will refer to the existence and the conditions of using any provided third-party software and open-source software and will make the conditions available to the customer upon request.
- 12.10 We grant the customer the right to transfer the usage right to the software to third parties, to the extent necessary in accordance with the purpose of the agreement. In the event of a transfer of the usage right to a third party,

the customer must ensure that the third party will not be granted any further usage rights to software and that the third party will at least be subject to the obligations arising from these Terms and Conditions with regard to the software. If the software is passed on, the customer may not retain copies of the software.

- 12.11 The customer does not have the right of granting sublicences.
- 12.12 The customer must take all necessary and reasonable measures for preventing or limiting damage caused by the software. Specifically, the customer must ensure that applications and data will be backed up regularly.
- 12.13 If the customer culpably breaches this obligation, we will not be liable for the ensuing damages, particularly not for reprocurring lost or damaged data or applications. The arrangements above do not amount to a change in the burden of proof.
- 12.14 All copyrights and industrial proprietary rights remain with us, regardless of delivery to the customer. Reproduction of individual parts or systems supplied by us, requires our written consent.
- 12.15 In all other regards, the arrangements of these Terms and Conditions apply mutatis mutandis.

13 Compliance with the Law; Import and Export Controls

- 13.1 The customer undertakes to comply with all applicable laws and regulations as well as with official and court orders, particularly those relating to the fight against corruption, cartel and competition law, environmental law or health protection, and to obtain all necessary permits and other authorisations.
- 13.2 If a competent authority demands documents from the supplier that may be obtained from the customer, the customer is obliged to submit these documents if requested to do so by the supplier.
- 13.3 If there are permanent or temporary impediments to the delivery, the supplier will be released from performance to this extent.
- 13.4 The customer is under the obligation to indemnify the supplier against all damages emanating from culpable infractions of the law.

14 Data Protection

- 14.1 We are pleased to inform you about the processing of your personal data (for example address, contact person, function, telephone numbers).
- 14.2 Processing of your personal data is necessary for rendering contractual services, for example for
 - Rendering the contractual services
 - Handling payments
 - Delivering products and services ordered within the framework of agreement
 - Transmitting your address data to logistics companies for delivering the goods
- 14.3 You have the following rights:
 - Right of access to the data processed about you
 - Right to rectification or erasure of your data
 - Right to restriction of processing
 - Right to object against processing Data

transferability

- Withdrawing your consent, with effect for the future
- Lodging a complaint with the supervisory authority. This should be done with the authority that is competent for the statutory seat of the user
- You also have the right of obtaining a confirmation about the processing of your personal data, in respect of Purposes of processing Categories of personal data
 - Scientific, statistical, research purposes

If you have questions, contact in confidence the data protection officer of Intertool Ltd: Unit 9c, Blackbrook Business Park, Narrowboat way, Dudley, DY2 0XQ, United Kingdom

15 Plans – Drawings – Specimens

- 15.1 Plans, drawings or specimens of the user provided to the customer may only be used for the purposes of the agreement and are subject to reservation of title. Any other use or even passing on to third parties requires the prior written consent of the user. These plans, drawings or specimens of the user must be submitted forthwith, at any time upon the request of the user.
- 1.2 The customer will be charged for specimens ordered by him.
- 1.3 Even where the supplier has manufactured in accordance with the plans, drawings or specimens submitted to him, the customer is not released from his obligation to report defects.
- 1.4 If the customer submits plans, drawings or specimens, the supplier will not be obliged to check these for correctness and completeness. Any faults in that regard are for the account of the customer, who must indemnify the supplier against all claims of third parties.

16 Confidentiality – Registered Name Protection

- 16.1 The customer is under the obligation to treat in confidence all secrets and any information or documents of the supplier that are not in the public domain, and to not pass them on or divulge them to third parties.
- 16.2 The parties must protect their own and respect the business secrets of their business partners and are obliged to take the necessary measures for effective protection in their respective organisations.
- 16.3 The customer may only use the company name or trademark of the supplier after obtaining the written consent of the supplier.

17 Fulfilment Location – Jurisdiction – Governing Law

- 17.1 For all rights and obligations emanating from our deliveries and services, including claims arising from liability for material defects, the statutory office of the user is the fulfilment location for both parties.
- 17.2 The contractual relationship is governed by the laws of the United Kingdom, under exclusion of the conflict-of-law stipulations. Jurisdiction if exclusively vested in the courts of UK. The user is not obliged to also institute legal proceedings elsewhere.