

General Terms and Conditions (GTC)

For corporate customers (section 14 BGB (German Civil Code)), legal persons under public law, or legal entity under public law of

GOLLMER Formen GmbH

Directors: Werner Gollmer, Stephanie Baumann, Alexander Dangel
Oberer Sand 6, 73252 Lenningen
Date: 16 February 2018

I. Scope of application/definitions/conclusion of the contractual relationship

- The following General Terms and Conditions (GTC) of GOLLMER Formen GmbH (GOLLMER GmbH) apply for all business relationships of GOLLMER GmbH with all Business Partners (BP) and also for future business transactions, even if the GTC have not been specifically included.
- The deviating, contradicting or supplementary General Terms and Conditions of a BP are hereby expressly excluded. Even upon knowledge thereof they shall not become part of the contract, unless their application is expressly agreed to in writing.
- All offers of GOLLMER GmbH are non-binding. Details in catalogues, on the website or similar information do not constitute a binding contractual offer of GOLLMER GmbH. In fact, the BP submits a binding offer on the order of goods or services, which GOLLMER GmbH can accept within two weeks of receipt. Acceptance is expressed to the BP in writing, by delivery of the goods or service, or by the sending of an invoice.

II. Delivery/packaging/delivery times/transfer of risk in general

- Any delivery time information is approximate and non-binding unless its application is expressly agreed to in writing.
- The contract is always concluded subject to correct and punctual self-delivery to GOLLMER GmbH through suppliers, whereas the BP is immediately informed in the event of temporary or permanent non-availability of the goods or service. Until self-delivery GOLLMER GmbH is exempt from the contractual obligation to deliver. If the BP withdraws from the contract in the event of non-delivery in spite of a reasonable extension of time and further waiting period, GOLLMER GmbH will immediately reimburse the BP for the already rendered purchase price or service costs. The BP is entitled to further claims for compensation only in the event of culpable non-delivery by GOLLMER GmbH, in particular for failed own purchase (congruent covering transaction) with the supplier.
- Partial deliveries, providing they are reasonable to the BP, are permitted, which is the case in particular if the goods or services it has ordered are not closely or particularly functionally connected.
- The risk of accidental loss and deterioration of the goods is transferred to the BP upon delivery, in the case of mail order upon delivery of the goods to the carrier, freight forwarder or other person or institution designated to perform the shipping.
- If the shipment of goods is delayed at the BP's request by more than two weeks after the agreed delivery date, or in the absence of such an agreement after notification that the goods are ready for dispatch by GOLLMER GmbH, a storage fee is requested at 0.5% of the net purchase price of the goods for each month of the delay - possibly proportional to the day - but not exceeding 1% of the net purchase price, whereas the BP receives proof that GOLLMER GmbH has not suffered any loss or lesser loss, just as GOLLMER GmbH may provide evidence of a higher amount of damage.
- Packaging will be taken back only to the extent agreed in writing.
- The BP is not allowed to sell or transfer the goods abroad without the prior written agreement of GOLLMER GmbH, especially not to the United States of America. GOLLMER GmbH can make the agreement dependent on submission of adequate liability and warranty insurance, which includes the risk of the application of the law of the respective other country.

III. Retention of ownership/assignment agreement

- GOLLMER GmbH retains ownership of all goods or services until settlement of all claims of GOLLMER GmbH arising from the ongoing business relations. This also applies to future claims of GOLLMER GmbH against the BP and includes replacement goods or goods in exchange, even if these are mixed or processed.
- For the duration of the retention of ownership, the BP may not pledge, transfer by way of security, or similarly use the goods as security.
- GOLLMER GmbH is entitled in the event of the BP acting in a way contrary to the contract, particularly defaults in payments or breach of one of the previously mentioned obligations, to withdraw from the contract and demand the return of the goods. The BP hereby agrees to such taking back of the goods by GOLLMER GmbH.
- GOLLMER GmbH grants to the BP the following resale option of the goods and makes the following assignment agreements in sections 5-7:
- The BP is entitled to resell and process the goods in the ordinary course of business. The treatment and processing of the goods by the BP is always in the name of and on behalf of GOLLMER GmbH. If the processing includes goods that do not belong to GOLLMER GmbH, GOLLMER GmbH will acquire co-ownership of the new product in proportion to the value of the goods it has delivered in relation to the other processed objects.
- The BP hereby assigns to GOLLMER GmbH all claims to the value of the invoice amount (including value added tax at the statutory rate) accruing by reselling, processing or any other legal reason against a third party (in particular from insurances or unlawful acts). GOLLMER GmbH hereby accepts this assignment. Following the assignment, the BP is authorised to collect the claim. GOLLMER GmbH reserves the right to collect the claim itself as soon as the BP fails to meet its payment obligations properly, in particular defaults in payment or insolvency proceedings that have been filed for its assets. In this case the BP is obliged at GOLLMER GmbH's request to provide notification of the assigned claims, all information required for collection, to hand over the relevant documents and notify the third party of the assignment.
- GOLLMER GmbH reserves the right, subject to previously mentioned or ongoing rights, not to take granted securities into account if their value exceeds the nominal value of the claims to be secured by 20%. At the BP's request, GOLLMER GmbH will release corresponding securities at its own discretion.

IV. Prices/delivery costs/payment conditions in general

- The agreed purchase price or service cost does not include the statutory value added tax, which has to be paid in addition. The same applies for any freight, import, customs, packaging or similar costs, providing no contrary individual agreements have been agreed, e.g. by Incoterms agreement.
- The invoices and partial invoices of GOLLMER GmbH are due for payment immediately unless otherwise stated on the invoice. If the BP is in default of payment without further explanations from GOLLMER GmbH, 14 days after the due date it will pay interest on arrears from this date at the statutory amount.
- The BP will bear any costs incurred and invoiced by GOLLMER GmbH in relation to the payment (e.g. for credit card usage) or non-payment (e.g. charged back debit entry).
- The BP has the right to offset against the purchase price, service cost and shipping cost claims of GOLLMER GmbH only if its counterclaims have been legally established or have been recognised by GOLLMER GmbH. It may exercise a right to withhold payment only if its counterclaim is based on the same contractual relationship and is in reasonable proportion to the defects and probable costs of subsequent performance.
- Final invoices are charged in the absence of further information 40 days after sample delivery to the BP, providing correction requests are not indicated in writing.
- GOLLMER GmbH is under no obligation to accept bills of exchange or

cheques. Credit notes are always effective only as payment and subject to redemption. They will be credited at the value date on which GOLLMER GmbH can dispose of the equivalent amount.

- A delay in releases of goods or acceptances of work performed by more than 30 days is permitted if the BP expressly indicates in writing any justified defects and deficient services guaranteed by GOLLMER GmbH, and these are recognised by GOLLMER GmbH. In the event of undue delays, the full purchase price is immediately due for payment.

V. Liability of GOLLMER GmbH in the event of delivery delay

- In the event of a delivery delay by GOLLMER GmbH, the BP may withdraw from the contract following the expiry of an appropriate extension period in which delivery was not made. If it is not possible for GOLLMER GmbH to deliver the service to be performed under the contract, the setting of an extension is not required.
- Claims for damage or reimbursement of expenses in cases of delivery delay are excluded. Excluded from these is damage from injury to life, body or health due to a deliberate or negligent breach of duty by GOLLMER GmbH, its legal representatives or vicarious agents.

VI. Warranty

- The BP must check the goods or service provided immediately after receipt. BP must notify GOLLMER GmbH of the defects in writing within a period of one week from receipt. The deadline is considered to be met only on timely receipt of the notice of defects by GOLLMER GmbH. This regulation places no limitation period on the assertion of the contract party's right to warranty and the duty to examine and notify according to section 377 HGB remains unaffected by this.
- Samples, specimens, analysis data and other details about the quality of the goods or work performance, also including references to DIN or similar standards, are non-binding in nature and in particular, do not constitute assured features or guarantees.
- GOLLMER GmbH will maintain all reasonable efforts so that technical and design changes, including changes in colour, form, weight and similar dimensions, do not affect the usability of the goods or work performed and do not constitute a defect.
- Guarantee of the output quantity according to the details, but not more than 24 months
- If the BP receives faulty instructions for (further) use and other handling of the goods or service performed, GOLLMER GmbH is solely obliged to deliver fault-free instructions. This obligation exists only if the fault in the instructions for proper (further) use or other handling is ruled out.
- If the BP does not adhere to the instructions and rules for handling, (further) use and other handling of the goods or service performed, it is solely responsible for all claims resulting from this. The BP also shares the responsibility when a fault occurs in this case of having it counteracted. The BP is free to provide proof that the fault would also have occurred even if these instructions had been adhered to.
- The BP is not entitled to any warranty claims for defects in the case of merely insignificant deviations from the agreed condition in the goods or service performance, or in the case of merely insignificant impairments of usage. For faults in the goods or service performance that are not merely insignificant, GOLLMER GmbH is entitled to provide subsequent performance through rectification or replacement delivery, providing the contractor has properly complied with its duty to examine and notify according to section 377 HGB.
- In the event of damage arising due to any improper modification or repair efforts carried out by the BP or third party without our approval, liability for the resulting consequences or damage is excluded. The liability for defects does not apply to damage arising after the transfer of risk due to negligent or incorrect handling, excessive stress, inappropriate equipment or physical or chemical influences.
- The BP will not receive any guarantees in the legal sense from GOLLMER GmbH. Public statements, claims or advertising by the manufacturer do not represent any contractual condition of the goods or service performance. All guarantees offered directly by the manufacturer to the BP remain unaffected by this.
- In the event of subsequent performance failing, the BP is entitled at its own discretion to reduce the purchase price according to the legal provisions (reduction) or to withdraw from the contract. This applies in particular in the event of culpable delay or refusal of subsequent performance, as well as if this fails for a second time. The legal cases of dispensing with the setting of a deadline remain unaffected.

VII. Provided materials/sampling/delivery conditions/delivery scope

- Order instructions: the purchase price or service cost agreed for the production or delivery of moulds includes the costs of one-off sampling, but not the costs for test and processing procedures. Material/plastic granulate for the sampling of moulds should be provided or paid for by the BP. Changes requested by the BP and additional samples, etc. should also be paid for, providing GOLLMER GmbH is not responsible for these.
- Delivery conditions: following punctual settlement of all open items, written approval and return of all bank guarantees
- Delivery time/type: according to customer order with observance of the delivery conditions and receipt of feedback on technical questions within 24 hours or 1 working day
- Delivery time/scope: initial parts incl. test report by air freight
- Prices: according to customer order, 100% payable following sample delivery

VIII. Injection mouldings/order instructions/delivery conditions/scope of delivery

- Order instructions: order instructions are: 2D+3D data supplied by customer according to the valid DIN 16742 standard + completed and approved GOLLMER mould specifications. Shrinkage and nominal dimensions are defined exclusively by the BP. They provide the basis of the order. Mould type, mould structure and execution are clearly specified in the GOLLMER WZ specification and provide the basis of the order
- The technical feasibility of the components will be checked when the injection mould is finally designed.
- Delivery conditions: following punctual settlement of all open items and return of all bank guarantees, as well as customer approval of current initial parts.
- Delivery time/type: according to customer order with observance of the delivery conditions and receipt of feedback on technical questions within 24 hours or 1 working day. Final design and parts drawings following full settlement of all open items.
- Delivery scope: according to customer order injection mould design-free, customs paid, incl. 20 units of initial parts incl. test report. Carry in - step format 2D parts drawings in PDF format.
- Prices: according to customer order/drawing standard of the request incl. delivery of initial parts with test report by air freight. Change in shape not included in the price. 40% at order placement, 40% following delivery of initial parts, 20% following delivery of injection mould.

IX. DFM/designs

Order instructions/delivery conditions/delivery scope

- Order instructions are: 2D+3D data supplied by customer according to the valid DIN 16742 standard + completed and approved GOLLMER mould specifications. Subsequent data modifications lead to extra costs. By submitting the offer and issue of the results GOLLMER Formen does not

- confirm the feasibility of the components.
- Delivery conditions: following punctual settlement of all open items, and return of all bank guarantees
- Delivery time/type: according to customer order with observance of the delivery conditions and receipt of feedback on technical questions within 24 hours or 1 working day
- Delivery/delivery scope: according to customer order rough concept in PowerPoint or PDF format; design in .step format.
- Prices: 100% immediately payable strictly net following transmission of the results.

X. Components and assemblies

Order instructions/delivery conditions/delivery times/delivery scope

- Order instructions are: 2D+3D data supplied by customer for all assemblies and components to be produced is provided to GOLLMER Formen.
- Delivery conditions: following punctual settlement of all open items, written approval and return of all bank guarantees.
- Delivery time/type: according to customer order with observance of the delivery conditions and receipt of feedback on technical questions within 24 hours or 1 working day.
- Delivery scope: according to customer order, components and/or assemblies for injection moulds incl. measurement report
- Prices: 50% payable immediately strictly net following order placement, 50% immediately payable strictly net following delivery of components and assemblies for injection moulds.

XI. Moldflow simulation

- In terms of a moldflow simulation service, we only offer advice. We can submit suggestions and recommendations for improvement and prevent any problems through interpretation of the results.
- Moldflow simulation is a tool for pre-optimisation of the tool design, but is not a representation of reality.
- The results and findings of the simulation are trends and do not represent an absolute value.
- The prerequisite for calculation is the availability of material data from the material manufacturer.
- The simulation is based on the recommended processing parameters submitted by the material manufacturer. Customer parameters only following complete transfer of all relevant parameters and explicit instruction in writing.
- Fluctuations in batches of plastics and unpredictable fluctuations/external influences cannot be represented.
- Moldflow simulation is exclusively based on data provided by the customer. If problem areas are demonstrated and determined by the simulation, the data must be changed and be finally confirmed again by simulation. Further risk of distortion of the simulation results and misinterpretation. The checking of additional geometries requires extra costs for mains power supply, calculating and interpreting the results. See reset for costs.
- Delivery of the product data from the customer in tool position. Alternatively aligned vertically to another axis, then the Z-axis is not in the same clamping direction.
- The customer receives an extensive HTML report including all the important points. This report will be collectively discussed following provision. The HTML report does not include an in-depth description in text form for the relevant simulation part result.
- The HTML report is included in the simulation costs. Creating an in-depth report with a description and interpretation of each simulation partial result as a PPT takes approx. 4 hours and incurs corresponding additional costs.
- The customer can install its own full-featured Cadmould view for the individual evaluation and display of results, and can accurately view the simulation results for itself. The software is provided on request.
- The liability for amendments to the products or mould design triggered by the simulation is limited to the amount of the simulation costs as a maximum. These costs are accepted only in the event of gross consulting errors on our part.
- Delivery conditions: following punctual settlement of all open items, and return of all bank guarantees
- Delivery time/type: according to customer order with observance of the delivery conditions and receipt of feedback on technical questions within 24 hours or 1 working day
- 100% immediately payable strictly net following transmission of the results.

IX. Rules of limitation

- The limitation period for claims for compensation due to defects, regardless of the legal basis, in particular for reimbursement of futile costs - for the undertaking of new products or services, is one year following delivery of the goods or services.
- This limitation period also applies for other claims for compensation against GOLLMER GmbH, regardless of the legal basis and providing claims for compensation are not connected to a defect.
- The previously mentioned limitation periods do not expressly apply if GOLLMER GmbH has fraudulently concealed a defect. They also do not apply to claims for compensation from product liability, claims according to section 47(2) BGB ("manufacturer recourse"), liability for damage from injury to life, body, health or freedom, which are due to a deliberate or grossly negligent breach of duty, or culpable breach of essential contractual obligations.
- These preceding regulations do not change the burden of proof to the disadvantage of the BP.

X. Limitations of liability

- In cases of deliberate or grossly negligent breaches of duty committed by itself or its legal representatives or vicarious agents, regardless of the reason, GOLLMER GmbH is liable according to the legal provisions of the law of the Federal Republic of Germany. For claims arising from the application of a law other than that of the Federal Republic of Germany, GOLLMER GmbH is excluded from any liability. This also applies in particular in the event of culpable breach of essential contractual obligations and additionally includes claims for compensation for damage instead of performance.
- In the event of slightly negligent breaches of duty by GOLLMER GmbH, its legal representatives or vicarious agents, liability is limited in the case of essential contractual breaches of duty to foreseeable, contract-typical, direct average damage for this type of purchase item.
- Liability for slightly negligent breaches of an essential contractual duty is excluded.
- Further claims of the BP in cases of slightly negligent breaches of duty, regardless of the legal reason, are excluded, particularly for damage caused by the goods or services to other legal goods of the contract partner, and claims for reimbursement of lost profit, e.g. damage due to unsuitable and improper use by the BP or third party, natural wear, incorrect or negligent handling, inappropriate equipment, chemical, electrochemical or electrical influences (providing that GOLLMER GmbH is not responsible for these).
- Unaffected by the preceding liability limitations and exclusions are claims of the BP arising from product liability, liability for injury to life, body or health, which are due to a deliberate or negligent breach of duty by GOLLMER GmbH, its legal representatives or vicarious agents, as well as if damage is covered by a product liability insurance for material damage.
- Liability for dismantling and assembly costs (acc. to VII section 4.4 of the

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RBE manufacturing/industry product liability), to cover measures to remedy defects in parts, accessories or fixtures in motor or rail vehicles or watercraft, is limited only to the turnover amount of the product delivered by GOLLMER GmbH

12. Liability for costs connected with the recall of products is limited only to the turnover amount of the product delivered by GOLLMER GmbH.

XIV. Final provisions

1. The place of performance for service provision and payments to GOLLMER GmbH is its registered office in D-73252 Lenningen.
2. The law of the Federal Republic of Germany applies. The provisions of the UN Sales Convention do not apply.
3. If the BP is a merchant, legal entity of public law or special fund under public law, the exclusive place of jurisdiction for all disputes is the responsible court for the registered office of GOLLMER GmbH. GOLLMER GmbH is authorised, however, to pursue legal action against the BP at any other admissible court of law. The same applies if the BP does not have a general place of jurisdiction in Germany, or the domicile or usual place of residence is not known at the time the legal action is filed.
4. If individual provisions of the contract with the BP, including these General Terms and Conditions, are or become completely or partly ineffective, the validity of the other provisions remains unaffected.
5. Subsidiary agreements and further agreements must be placed in writing. This also applies to deviating or supplementary agreements to this written form itself.

Company/Stamp

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Creator: A.Dangel	Examiner: M. Gräwe (QMB)	Reviewer: S. Baumann; A.Dangel	Revision status: C
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