

General Terms and Conditions of Business, Delivery and Payment (T&Cs) of CPK Automotive GmbH & Co. KG, Gildenstr. 4c, 48157 Münster, hereinafter called CPK

1. General

Supplies and services of CPK are performed exclusively on the basis of these T&Cs and the provisions of law, except where the latter conflict with our T&Cs. The Terms and Conditions of Business are valid for all current and future deliveries, even if they have not been expressly agreed once more.

- a) Consumers within the meaning of these T&Cs are natural persons with whom we engage in business relations and to whom no commercial or self-employed capacity can be attributed.
- b) Entrepreneurs within the meaning of these T&Cs are natural persons or legal entities or partnerships having legal capacity with whom we engage in business relations and who are acting in a commercial or self-employed professional capacity.
- c) Customers/orderers within the meaning of these T&Cs can be either consumers or entrepreneurs.
- d) Even if they are known to CPK, deviating, conflicting or supplementary agreements shall only be binding on CPK if they are expressly recognised in writing. The same also applies to terms and conditions of purchase or terms and conditions of ordering of the customer/orderer. CPK hereby rejects any terms and conditions of the customer/orderer, which shall not be binding on CPK even if they were not expressly rejected once more at the time of conclusion of the contract.
- e) Understandings made directly by word of mouth or over the telephone or subsequent amendments shall only be valid if confirmed as such by CPK in writing. CPK expressly declares that none of its personnel has power to conclude legal transactions by word of mouth. Any tacit waiver on our part of compliance with the requirement of the written form in the case of deviating arrangements or ancillary agreements in the past may not be construed as implying any general waiver of the relevant provisions of these T&Cs.

2. Conclusion of Contract and Scope of Application

- a) These General Terms and Conditions of Business, Delivery and Payment (T&Cs) are an integral part of every offer and every contract, except as may be expressly agreed otherwise in writing in any particular case. Any conflicting terms and conditions of the buyer shall be ineffective.
- b) These present General Terms and Conditions of Business, Delivery and Payment (T&Cs) are valid in the version as of the date shown below. In all cases, however, only the version in force at the time of confirmation of the order and published on the homepage (www.cpk-automotive.com) shall be valid.
- c) Unless agreed otherwise, all offers of CPK are without engagement. A contract shall only come into existence on issue of an order confirmation by CPK.
- d) Illustrations, drawings, brochures, promotional literature, directories etc. included in CPK's offers and particulars contained in them shall only be deemed approximate indications and shall have no binding force unless expressly declared otherwise. CPK expressly reserves the right to make changes to the technical design or visual appearance or to technical or visual details without prior notice to the buyer, provided the divergences do not change the technically relevant properties of the CPK products.
- e) The contract is concluded subject to the condition of correct and timely delivery being made to ourselves by our suppliers. However, this shall only apply if non-delivery is not due to any fault of CPK itself; it shall, in particular, be conditional on CPK having concluded congruent covering transactions with its own suppliers.
- f) By ordering the goods, the customer/orderer gives a binding declaration of its intention to acquire the ordered goods.
- g) CPK shall have the right to accept the offer of a contract made through submission of the order within a period of two weeks from receipt of it. Acceptance may be declared either in writing or through handover of the goods.

- h) Where a consumer submits an offer through electronic channels, CPK will acknowledge receipt of the offer immediately. Where the consumer orders the goods through electronic channels, the text will be stored by CPK and sent to the customer on request by email, together with the T&Cs.
- i) If the contract has been concluded wholly through use of remote communication media within the meaning of Section 1 of the *Fernabsatzgesetz* [German Distance Selling Act] (e.g. letter, catalogue, telephone calls, Internet, telefax, email etc.) or if the consumer has another right of cancellation under Section 355 BGB [German Civil Code], the following shall apply:

Information on Right of Cancellation

The consumer has the right to revoke his declaration of will to conclude a contract – i.e. he has the right to cancel the order –within a period of two weeks from conclusion of the contract. The notice of cancellation need not state any grounds for the cancellation and must be submitted to us in written form or through return of the goods; it is sufficient if the goods are sent back in good time.

3. Prices

- a) CPK's prices are net prices. They are subject to the addition of value added tax at the rate in force at the time of invoicing. If a price is not expressly agreed in writing in the contract, the prices in force on the day of delivery, plus VAT, will be charged.
- b) Unless offered otherwise, the prices are quoted ex works or ex warehouse (Incoterms 2000: EXW) of CPK in Münster. If fees, taxes or other levies are charged in connection with delivery, they shall be borne by the buyer. If delivery to the final destination has been agreed, such delivery and any transport insurance requested by the buyer will be additionally invoiced but will not include unloading and further handling. Packing will be taken back only if an express agreement has been made to this effect.
- c) If the prices of CPK's own suppliers or the freight costs, public levies, wages or other costs which directly or indirectly affect our delivery and/or service change between the time of conclusion of the contract and the date agreed for delivery or performance, CPK shall have the right to amend the prices accordingly. If this causes the purchase price to increase by more than 5 percent, the customer may cancel the contract by written notice given within two weeks from receipt of the notification of the price increase. The same shall also apply analogously in the case of any change in the official rate of value added tax. The foregoing arrangement shall only apply to consumers if a period of more than 4 months lies between conclusion of the contract and the agreed delivery date.

4. Terms of Payment

- a) Payment must be made in cash or by bank transfer without any deduction of cash discount immediately after receipt of the goods or sending of the invoice. If payment has not been made at the latest within the payment period printed on the invoice after the invoice has been issued, the customer/orderer will be deemed in arrears with payment without any further reminder being necessary. Payment must be made in such manner that CPK is already able to dispose of the sum in question on the due date set for payment. Costs of payment transactions must be borne by the buyer.
- b) Where payment in instalments has been agreed or a bill of exchange has been given or payment has been deferred, the entire amount still outstanding shall become due and payable immediately if the customer/orderer falls into arrears with even only one part-payment.
- c) Where the buyer is in arrears with an agreed payment or other performance, CPK may, without affecting its other rights:
 - 4.c.1 defer the performance of its own obligations until the payment or other performance has been effected,
 - 4.c.2. declare all outstanding claims arising from this or other transactions due and payable. Interest on arrears will be charged to the buyer in the amount permitted by law from the time of the claim falling due. CPK is also entitled, in addition to the interest as permitted by law, to assert claims for other loss or damage incurred by CPK through the debtor's fault, in particular the necessary costs incurred through appropriate extrajudicial recovery or collection activities, provided they are reasonable and proportionate to the value of the claim being collected.

- d) If the buyer falls into arrears with payment or fails to honour a bill of exchange when due, CPK has the right to recover the goods, including, if need be, the right to enter the buyer's work premises and collect the goods. CPK may also prohibit the resale and the removal of the delivered goods to another place. Recovery of the goods shall not be construed as tantamount to cancellation of the contract. In any such case, the buyer is only entitled to take repossession of the goods after the whole of the purchase price has been paid, together with interest on arrears and other costs incurred by CPK.
- e) The customer/orderer may only make offset against CPK's claims with a claim of its own if its own counterclaim is uncontested or a legally enforceable title thereto exists; the customer/orderer may only assert a right to withhold payment on account of claims arising from one and the same purchase contract.
- f) Cash discount arrangements must be separately and expressly agreed with CPK in writing and be printed on the CPK invoice. Arrangements that deviate from those printed on the CPK invoice (such as oral agreements) have no validity. The cash discount period is expressed in calendar days (not working days!). Exclusively authoritative for the start of the cash discount period shall be the CPK invoice date. In order to take cash discount, settlement of the invoice must be bank transfer only and in such manner that CPK can dispose of the amount in question on the day of expiry of the discount period. In the case of settlement of an invoice in any way other than by transfer (cash or cheque), the claim to cash discount is automatically voided.

5. Performance of Delivery, Delivery Periods and Dates

- a) The delivery period begins on the date of the order confirmation by CPK and is only valid on condition that all details of the order have been clarified in good time and all duties of the buyer (e.g. provision of materials, etc.) have been fulfilled in good time. Stated delivery times should be viewed as approximate only. Delivery times are not binding on CPK. CPK may only be held liable for compliance with time periods and deadlines if it has given an express warranty of compliance with them.
- b) Delivery times shall in all cases only begin if and when the buyer makes documents and materials to be procured by him available on or by the agreed dates and has fulfilled all necessary formalities and made any agreed payments on account. CPK has the right to make part-deliveries. A delivery time shall be deemed met if the consignment has left our warehouse within the agreed delivery period. If delivery is delayed for reasons for which the buyer is responsible, the delivery time shall be deemed met if notification of readiness for dispatch is furnished within the agreed delivery period.
- c) Claims to repudiate the contract or to demand compensation or damages on account of late delivery may only be made on grounds of wilful intent or gross negligence on our part. Force majeure or disruption of business operations affecting CPK or any of its suppliers which temporarily prevent CPK through no fault of its own from executing delivery shall cause the delivery period or deadline to be extended by the duration of the disruption to performance caused by the circumstances concerned. Should disruption of the aforesaid kind give rise to a delay in performance of more than 4 months, the customer/orderer may repudiate the contract. This shall have no effect on other rights of cancellation. If performance of the contract becomes unreasonable or impossible for CPK, we shall have the right to repudiate all or part of the contract, without this giving the customer/orderer the right to claim compensation or damages from CPK.

6. Part-delivery, Shipment and Transfer of Risk

- a) CPK normally delivers "ex works" (Incoterms 2000: EXW). If any different arrangement is agreed, CPK specifies the route and mode of transport as well as the freight forwarder and carrier(s).
- b) If transport by the intended route or to the intended place within the intended time becomes impossible through no fault of CPK, CPK shall have the right to deliver by another route or to another place; any additional costs thereby arising shall be borne by the buyer. The buyer will first be given the opportunity to make its views known.
- c) The use and risk shall pass to the buyer on the goods being held ready for the buyer at the works or on the goods being dispatched from the works or warehouse, irrespective of the mode of settlement agreed for the delivery. The arrangements described in Incoterms 2000 shall not

apply in this regard, even if they have been agreed in writing. This shall be the case even if transport is performed or organised and managed by CPK.

- d) Where the customer/orderer is an entrepreneur, the risk of accidental loss of or accidental deterioration to the contractual item shall, even where freight-paid delivery has been agreed, pass to the entrepreneur on handover, or in the case of mail order purchase on delivery of the item, to the freight forwarder, carrier or other person or institution entrusted with performing shipment.
- e) Where the customer/orderer is a consumer, the risk specified in a) above shall, even in the case of mail order purchase, pass to the consumer only on handover of the contractual item to the consumer.
- f) Any necessary or agreed acceptance procedure must be conducted without delay after notification of completion. Acceptance may be refused only on account of significant defects. Where the customer is an entrepreneur, the following additionally applies: If no acceptance procedure is demanded, the contractual item shall be deemed accepted on expiry of a period of 12 working days from notification of completion. If the customer has taken the contractual item or part of it into use, acceptance shall be deemed to have taken place on expiry of a period of 6 working days from the start of use.

7. Retention of Title

- a) In the case of contracts with consumers, CPK retains title to the delivered goods until settlement in full of its claim under the contract.
- b) Where the customer/orderer is an entrepreneur, CPK retains title to the delivered goods until settlement in full of all claims arising from the business relationship.
- c) The customer/orderer may – subject to a right of revocation on the part of CPK – dispose of the delivered goods in the normal course of business. He may not give the goods in pledge or assign them as security. In the event of attachment of the goods or other interference with the goods by third parties by way of levy of execution, CPK must be informed immediately. The costs of any necessary intervention by CPK must be borne by the customer/orderer.
- d) Where the customer/orderer is an entrepreneur, he assigns in advance to CPK all claims arising from resale, further processing, installation or other commercialisation of the goods supplied by CPK as security for all claims arising from the business relationship. If the economic value of the assigned claims exceeds CPK's claims by more than 20%, CPK shall have a duty, on being so requested, to assign back security with a value exceeding the aforesaid amount.
- e) If the customer/orderer falls into arrears with payment of more than 10% of a due claim for more than 8 days, CPK shall have the right, on the strength of its retention of title, to recover possession of the goods delivered by it until settlement of the full amount of the debt. CPK shall further have the right to separate the item from other works or fastenings. To this end, the customer/orderer irrevocably authorises CPK to enter his land and premises. If the delivered item has become a key component of an item of the customer, the customer/orderer shall nevertheless have a duty to tolerate separation and to assign the item back to CPK. The dismantling and other costs shall be borne by the customer/orderer.
- f) Further processing of a delivered item by the entrepreneur shall in all cases be deemed done for and on behalf of CPK. If processing is done with other items not belonging to CPK, CPK shall have co-title to the new item so created in the same proportion as that between the value of the item delivered by CPK and the other items involved in processing. The same shall also apply in the case of mixing.

8. Warranty

- a) No warranty claims can be based on information contained in catalogues, brochures, promotional literature or written or spoken utterances unless and insofar as they have been included in the contract. The contract text only shall apply in offers and order confirmation.
- b) Entrepreneurs must inspect the delivered goods or service without delay, including also in respect of quantity shortfalls or wrong delivery, and notify CPK of any evident defects in writing within a period of 14 calendar days from delivery or performance, and in all cases before further processing or installation; otherwise, the assertion of warranty claims is barred. Deadlines shall be deemed met if notification is sent off in good time.

- c) Where the customer is an entrepreneur, CPK will provide warranty in the case of any deficiency in delivery or performance through either repair or replacement, at its option. CPK has in every case the right to refuse repair or replacement, without prejudice to the rights under Section 440 BGB. In business with entrepreneurs, agreed quality shall in all cases only be that as set forth in our product description or the product description of the manufacturer/supplier. Public utterances, claims or advertising of the manufacturer/supplier shall not constitute statements of contractual quality. If the entrepreneur repudiates the contract, he shall have no additional claim to compensation or damages on account of the defect. If an attempt at rectification has failed and the entrepreneur opts for compensation, the goods/performance shall nevertheless remain with the customer/orderer, provided this would not be unreasonable. The compensation shall be limited in this case to the difference between the purchase price and the value of the defective item. This shall be without prejudice to the rights for fraudulent concealment of a defect. In the case of payment of compensation, liability is limited in amount to €50,000.00 for pecuniary loss or damage and to €20,000.00 for non-pecuniary loss or damage.
- d) Where the customer/orderer is an entrepreneur, the rights for defects in delivered goods shall lapse 12 months after the passage of risk; in the case of (work and/or) services, the warranty rights will likewise lapse within 12 months from acceptance. The short limitation period for (work and/or) services shall not apply if CPK can be accused of gross negligence or if we can be accused of causing injury or damage to the body or health or loss of the life of the customer. The liability of the contractor under the German Product Liability Act shall also remain unaffected. Further claims shall also remain unaffected in the event of fraudulent concealment of defects or the provision of guarantees of quality.
- e) Where the customer/orderer is a consumer, claims for defects in goods delivered in new condition shall lapse after 2 years and in the case of goods delivered in used condition 1 year after the passage of risk. In the case of (work and/or) services, claims will lapse one year after acceptance. The short limitation period for (work and/or) services shall not apply if CPK can be accused of gross negligence or if we can be accused of causing injury or damage to the body or health or loss of the life of the customer. Our liability under the German Product Liability Act shall also remain unaffected. Further claims shall also remain unaffected in the event of fraudulent concealment of defects or the provision of guarantees of quality.
- f) In the case of payment of compensation, liability is limited in amount to €50,000.00 for pecuniary loss or damage and to €20,000.00 for non-pecuniary loss or damage.

9. Limitation of Liability

- a) In the case of breach of obligation caused through minor negligence, CPK's liability shall be limited to the direct, mean loss or damage which is foreseeable and typical for the kind of work or delivery and the type of contract involved. The same shall also apply in the case of breach of obligation caused through minor negligence on the part of our legal representatives or vicarious agents.
- b) CPK shall have no liability towards entrepreneurs for breach of insignificant contractual duties caused through minor negligence.
- c) The foregoing limitations of liability shall not apply to claims of the customer/orderer on grounds of product liability. Nor shall the limitations on liability apply in the case of injury or damage to body or health or loss of the life of the customer/orderer which can be attributed to CPK.

10. Industrial Property Rights and Copyright

- a) If an item is produced by CPK on the basis of construction data, drawings, models or other specifications of the buyer, the buyer shall indemnify CPK and hold CPK harmless against all and any claims for infringement of property rights.
- b) Execution documents such as plans, sketches and other technical drawings as well as samples, catalogues, brochures, illustrations and the like shall always remain the intellectual property of CPK and are subject to the applicable statutory regulations relating to duplication, imitation, competition, etc.
- c) All offer and project documents, drawings and designs as well as sample pieces, models, print plates and other aids provided by CPK shall remain the intellectual property of CPK and may only be used with the written consent of CPK; they may be requested back at any time and

must be returned to CPK immediately if the order is placed elsewhere. The order and all information, documents etc. relating to the order are business secrets of CPK and must be treated as confidential. All of these documents as well as copies of such documents and data must, on CPK's request, be surrendered to CPK or destroyed and also deleted from all hardware.

11. Severability Clause

- a) Should any of the provisions of the contract or these T&Cs be invalid, this shall have no effect on the validity of any of the other provisions. It is hereby already agreed between the parties that any such invalid provision shall be replaced by one which is valid and is reasonable for both parties and which enables the purpose intended by the invalid provision to be achieved as nearly as possible.
- b) All agreements, subsequent amendments, additions, ancillary agreements etc. shall only be valid if agreed in writing, i.e. with an original signature or a secure signature. This formal requirement can also be fulfilled by telefax. Emails shall be deemed to fulfil this formal requirement only if there is not just one email relating to a matter but if the genesis of agreements, amendments, additions, ancillary agreements etc. is documented by email traffic between the parties.

12. Place of Performance, Legal Venue and Applicable Law

- a) The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
- b) Except as may be agreed otherwise, the place of performance for delivery and payment and the legal venue for all parties shall within the commercial scope be Münster.
- c) The same legal venue shall also apply if the customer/orderer has no general place of jurisdiction in Germany or, after conclusion of the contract, has moved his place of residence or habitual abode away from Germany or his place of residence or habitual abode is unknown at the time of legal action being brought.

Münster, 1st June 2021