

Terms and Conditions for Deliveries - General Terms and Conditions

Nosta GmbH, An der Bahn 5, 89420 Höchstädt, Germany

1. Scope

All offers, orders, order confirmations, and contracts for deliveries and services are made exclusively on the basis of our terms and conditions. They also apply to all future business with the customer, unless agreed otherwise in individual cases. The validity of deviating and supplementary terms and conditions of the customer is excluded, even if we do not expressly indicate this for each transaction.

2. Contract conclusion

2.1 Our offers are subject to change. A contract is only concluded with our written order confirmation and is based exclusively on the content of the order confirmation and these terms and conditions. Verbal agreements or promises require our written confirmation to be effective. Orders are only revocable with our consent.

2.2 Prices and conditions in offers and order confirmations are only valid for the stated quantities and dimensions. For changes in quantity and dimensions, we reserve the right to adjust the prices and conditions.

3. Pricing

3.1 The prices confirmed by us in writing are ex works and, unless otherwise agreed, exclusive of packaging. All agreed prices are exclusive of statutory value-added tax and other taxes and duties.

3.2 We reserve the right to charge the applicable alloy/scrap surcharges and anti-dumping duties as of the day of delivery.

3.3 If the agreed delivery date is more than four months after the conclusion of the contract and unpredictable cost increases have since occurred, we may, at our reasonable discretion, increase the agreed prices accordingly. Such price increases may take into account increases in raw material, storage, freight, or energy prices as well as labour costs. We will provide the customer with evidence of the increased costs upon request. In the event of a cost increase of more than 5%, the customer is entitled to withdraw from the contract immediately after receipt of the notice.

4. Delivery, transfer of risk, delivery dates, delay in acceptance, partial deliveries

4.1 Unless otherwise expressly agreed in writing, we deliver FCA (An der Bahn 5, 89420 Höchstädt, Germany) as defined in Incoterms 2020.

4.2 The risk passes to the buyer if the delivery item has left the factory, even if partial deliveries are made or if we have covered the costs for other services such as shipping or delivery. If acceptance is delayed or fails to take place due to circumstances that are not attributable to us, the risk shall pass to the customer from the day we provide notice that the goods were ready for dispatch or acceptance. At the express request of the buyer, we will purchase cover for the goods delivery at its expense (advance payment required).

4.3 Unless otherwise agreed, we are entitled to determine the type of shipment (in particular, the transport company, shipping method, and packaging).

4.4 Delivery dates are only binding if they have been confirmed by us in writing and the buyer has provided us with all information and documents required for delivery and any down payments in a timely manner as agreed. Agreed delivery times start no sooner than the date of our written order confirmation. If orders are later changed and/or supplemented, the delivery times will be extended accordingly. The same applies accordingly to any delays in obtaining an export licence. Our confirmed delivery dates are dispatch dates. If we are unable to meet the promised dispatch date due to circumstances beyond our control, such as force majeure, disruptions to our operations, strikes, labour disputes, or other events, the delivery time will be extended accordingly. The same applies accordingly to delays due to untimely deliveries by our suppliers provided we have concluded a congruent hedging transaction. We will inform the customer as soon as possible about the beginning and the end of such circumstances. Otherwise, the legal consequences of our delay in delivery shall be as stipulated in the statutory provisions.

4.5 Insofar as we are responsible for a delay in delivery, our liability shall be limited to a compensation of 0.5% for each completed week of delay, but no more than 5% of the value of that part of the total delivery which cannot be used on time or as agreed due to the delay.

4.6 If the buyer is in default of acceptance or is in breach of other obligations to cooperate, we may, without prejudice to our other rights, store the products appropriately at the risk and expense of the buyer or, if appropriate, withdraw from the contract.

4.7 We are also entitled to make partial deliveries even if the buyer would incur higher shipping costs, unless the partial deliveries are not reasonable for the buyer.

5. Delivery quantity and packaging

5.1 Quantities up to 15% plus or minus of the ordered delivery quantity shall be considered fulfilment of the order.

5.2 We will choose the type of packaging at our discretion. The delivery condition "including packaging" is only valid for general cargo.

6. Payment

We will send the customer an invoice or other form of payment request. Unless otherwise agreed, payment must be received by us within 30 days after receipt of the goods. Invoices for less than €50.00 are payable immediately. Discounts are only allowed if all outstanding invoices have been paid. Bill of exchange fees are charged to the payor and are payable immediately. In case of default, interest at the rate of 9% per annum above the base rate of the Bundesbank shall be payable. We reserve the right to assert further damages caused by the buyer's default.

The following minimum per order values apply:

Minimum per order value: domestic €150.00; international €250.00.

If we have reasonable cause to suspect the customer will be unable to pay our invoice, we are entitled to (i) demand advance payment, (ii) set payment conditions other than those previously agreed, and/or (iii) deposit of a security. If advance payments or deposits of a security are not provided even after the expiry of a reasonable period of time, or if the customer does not agree to the changed terms of payment, we may withdraw from individual or all contracts affected, either in whole or in part, without prejudice to our further rights.

7. Offsets and right of retention

The customer may only offset our invoices if its counterclaim is undisputed or has been court-ordered. This does not apply if the claims are mutually related. The customer may only assert a right of retention to the extent that its counterclaim is based on the same contract or is undisputed or has been court-ordered.

8. Warranty

8.1 We guarantee that, as of the transfer of risk, our products comply with the agreed quality and are free from defects. The quality of the products is determined exclusively by the written agreements between the parties concerning the nature, characteristics, and expected performance of the products. The delivered parts are not subjected to a crack test. Damage caused by cracks or similar material defects, e.g. duplication, are therefore excluded from the warranty. If a crack test is required due to the intended application, the parties will make a separate written agreement to this effect, at the express request of the customer.

8.2 The ability of the buyer to make warranty claims requires its compliance with its statutory obligations per §§371, 381 of the German Commercial Code (HGB) to examine the goods and notify us of any issues. In the case of materials and other goods intended for installation or other further processing, an examination must always be carried out before installation or processing. If a defect is identified during the inspection or at a later point, we must be notified in writing immediately after its discovery. In any case, obvious defects must be reported in writing within five working days of delivery; any defects not found until after the investigation must also be reported within five working days of discovery. If the buyer fails to properly inspect and/or report a defect, our liability for such defects is excluded in accordance with the statutory provisions.

8.3 If the delivered goods are defective, we may at our discretion remedy said defect by repair or by delivering a replacement product free of defects. Our statutory right to refuse to make repairs remains unaffected. The buyer shall allow us the necessary time and opportunity to make any remedy required, and, in particular, provide us with the defective good in question for our own inspection. In the case of a replacement delivery, the buyer shall return the defective goods as required by law.

8.4 We will bear or reimburse the expenses necessary for the purpose of the examination and supplementary performance, in particular transport, travel, labour, and material costs in accordance with the statutory provisions if a defect actually exists. Otherwise, we may demand the buyer reimburse us for costs incurred, in particular inspection and transport costs, unless the lack of defect was not obvious for the buyer.

- 8.5 If the buyer has incorporated the defective goods into another object according to their nature and intended purpose or affixed them to another object, it request reimbursement for the expenses necessary for the removal of the faulty item and the installation or attachment of the repaired or delivered defect-free goods as stipulated below:
- only such removal and reinstallation costs will be reimbursed as directly relate to the dismantling or disassembly of the defective goods and the installation or attachment of identical goods, have arisen on the basis of customary market conditions, and have been demonstrated to us by the buyer by submitting suitable supporting written documentation.
 - Any other costs such as consequential damages caused by defects, e.g. lost profit, costs arising to downtime, or additional costs for replacement procurements will not be reimbursed; cf. §439 para. 3 of the German Civil Code (BGB). The same applies to sorting costs and additional expenses resulting from the fact that the goods sold and delivered are located at a place other than the agreed place of performance.
 - The customer is not entitled to demand advance payment for removal and installation costs and other costs of supplementary performance.
- 8.6 Expenses in connection with supplementary performance shall only be assumed to the extent that they are not disproportionate in individual cases, in particular in relation to the purchase price of the goods. In particular, disproportionality exists insofar as the expenses claimed, in particular for dismantling and installation costs, exceed 150% of the invoiced value of the goods or 200% of the reduced value of the goods taking into account the defects. We will not reimburse the buyer's costs if they attempt to remedy the defect themselves, unless required by law, nor will we reimburse its disassembly and reassembly costs if the goods we delivered no longer exist as such as a result of processing by the buyer prior to their installation. We will not reimburse any expenses resulting from the fact that the goods sold have been moved to a location other than the agreed place of fulfilment.
- 8.7 We are entitled to make the remedy conditional on the payment of the purchase price by the buyer. However, the buyer is entitled to retain a reasonable portion of the purchase price relative to the defective part of the delivery.
- 8.8 Returns of custom-made parts which correspond to the design submitted by or agreed with the buyer are excluded. Subsequent claims will not be accepted. Material requirements deviating from the norms must be defined separately in the order/enquiry.
- 8.9 The rights of the buyer in the case of defects shall lapse if the defects occur for reasons for which the buyer is responsible, e.g. improper use, faulty handling, or faulty assembly and/or installation of the products by the buyer and/or a defect in material supplied by the buyer.
- 8.10 Any buyer claims for damages or reimbursement of expenses incurred shall only be asserted in accordance with §9 and are otherwise excluded.

9. Liability

- 9.1 Our liability is limited to damage resulting from our intentional or grossly negligent actions. However, this limitation does not apply to non-compliance with guarantees, assumption of a procurement risk, culpable injury to life, limb, or health, or liability under the Product Liability Act and the mandatory provisions of data protection law. Furthermore, we are liable in the event of any culpable breach of material contractual obligations, whereby our liability is limited to compensation for typically foreseeable damages, defined here as the value of the underlying order. Further liability is excluded, in particular with regard to lost profits or financial losses; this also applies to the personal liability of our officers, employees, representatives, and vicarious agents.
- 9.2 We do not accept any liability for custom-made products that comply with the specifications and/or drawings of the buyer.

10. Extended retention of title

- 10.1 We shall retain title on all goods sold until full payment of all present and future claims under the present purchase agreement and all ongoing business transactions. The retention of title also extends to the full value of the products resulting from the processing, mixing, or combination of other products we have manufactured. If we retain title to products that are processed, mixed, or combined with third-party products, we shall acquire co-ownership of the same in proportion to the invoice value of the processed, mixed, and combined products. In addition, the same applies to products made with the products to which we retain title.
- 10.2 In the event the buyer is in breach of contract, in particular default of payment, we shall be entitled to withdraw from the contract after providing a payment reminder and/or demand the return of the delivered product to which we retain title. Repossession of the delivered products does not constitute our withdrawal from the contract; we are moreover entitled to demand its return and reserve the right of withdrawal. After the goods have been repossessed, we may use or resell them at our discretion and the proceeds of the sale shall be credited against the customer's liabilities, less reasonable resale costs.

- 10.3 The buyer is authorised to resell and/or process the goods subject to our retention of title as part of its regular course of business. The buyer is not entitled to other dispositions of the reserved goods, in particular to use them as collateral or allow liens to be placed on them.

The buyer hereby assigns its claims arising from the resale of the goods to which we retain title up to the total value of said title, whether the goods are resold with or without processing or if they are resold to one or more customers. The assignment serves as security for the value of the respective reserved goods sold. We accept the assignment.

If the reserved goods are resold by the buyer together with other goods not belonging to us, with or without processing, the assignment of the purchase price claim shall only apply in the amount of the value of the reserved goods.

- 10.4 The customer shall remain entitled to collect its invoices even after the assignment of its claims to us; we will not undertake to collect the debt as long as the buyer fulfils its payment obligations to us, does not fall into arrears, has not made any application to open insolvency proceedings, or there is no other fact preventing it from making its payments. If this is the case, however, we can demand that the buyer inform us of the assigned claims and its debtors, provide all information necessary for collection, hand over the relevant documents, and inform the debtors of the assignment.
- 10.5 The buyer is obliged to refrain from any dispositions of the assigned claim that endanger the security of our claims against it.
- 10.6 We agree to release our title to the products once the realisable value of our securities exceeds 120% of the claims secured. We will select the products to be released at our discretion.
- 10.7 The buyer agrees to notify us immediately of a seizure or other impairment of our rights in order to enable us to exercise our rights.
- 10.8 If the delivery into a legal system in which the above retention of title regulation does not have the same security effect as in Germany, the orderer is obliged to undertake all necessary and reasonable actions in order to immediately order corresponding security rights. The buyer agrees to participate in all measures which are necessary and conducive to the effectiveness and enforceability of such security interests, in particular to measures for registration, publication, etc.

11. Export controls

- 11.1 The conclusion of the contract is subject to the condition that no obstacles arising from national or international export control regulations, such as embargoes or other sanctions, prevent its fulfilment. The buyer agrees to provide all information and documents required for export or shipment. Delays due to export inspections or approval procedures waive all deadlines and delivery times promised.
- 11.2 If required permits are not granted, or if the delivery and service cannot be approved, the contract for the affected parts is deemed void. We are nevertheless also entitled to terminate the contract without notice if such notice is required in order for us to comply with national or international law.
- 11.3 In the event of termination in accordance with Section 11.2, claims for damages due to the termination are excluded.
- 11.4 The customer must comply with the respectively applicable regulations of the national and international export control law when passing on the goods delivered by the supplier to third parties in Germany and abroad.

12. Applicable law

The law of the Federal Republic of Germany shall apply to the contract, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13. Place of fulfilment and jurisdiction

The place of performance for both parties is Höchstädt, Germany. The exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship is Dillingen, Germany. Nevertheless, we are also entitled to seek legal redress against the buyer in the courts which have jurisdiction over its place of business.

14. Note concerning IATF 16949

As an IATF 16949-certified manufacturer, we remind you that non-certified suppliers may be required to complete your order if necessary. The quality of the products is not affected in any way. If this does not correspond to your wishes, we ask that you object within 14 days after receipt of our order confirmation or offer.

15. Contractual basis for surface and heat treatment

15.1 Information and order exclusions for the Geomet, Delta seal, galvanising, tinning, and varnishing processes:

The layer thickness indicated on the drawing is a minimum layer thickness. If you require a maximum layer thickness for functional reasons, you must tell us in advance.

Threads are no longer gaugeable after coating, but can be screwed.

For fits there is no tolerance guarantee after galvanising. Blind holes are usually bare or not optimally galvanised.

Coatings on rack goods:

Due to the suspension on the frame, bare or only minimally covered contact marks, depending on the geometry of the parts and the type of suspension, are produced as a rack material. Internal areas or threads are left blank or only opaquely coated in this process.

Coatings in barrelling process:

Parts may stick together or sticking marks may occur. In this area, layer thickness undershoots may occur. Process-related impact locations and adhesions cannot be excluded.

Coating using the immerse-spin method:

This creates bare contact marks by seating the parts on the frame. Material accumulations in the form of after-effects and drop formation can not be avoided due to the process.

Coating thickness measurement:

For procedural reasons, a \bar{x} value is formed for the layer thickness measurement of five individual values. The \bar{x} values of several measurement series are documented in the measurement log. If no measuring points are defined on the drawing, these are defined by Nosta.

Liability and warranty exclusion:

When galvanising tempered parts, there is a risk of hydrogen embrittlement. The result can mean, among other things, a higher risk of breakage of the parts in the intended use. Therefore, we exclude any liability and warranty claims already with the order acceptance for parts with this manufacturing method.

15.2 Yellow galvanising: hazard warning

Yellow-galvanised chromated surfaces contain chromium VI. If ordered, please confirm the execution against EU directives.

For a chromium VI-free surface, we can suggest blue zinc chromating or passivated yellow zinc chromating (thick-film passivation). Please ask the price for the latter.

15.3 Execution:

Unless stated otherwise in the drawing or order, we manufacture straightness and all other open dimensions in accordance with DIN ISO 2768 Part 2 Tolerance L.

15.4 Heat treatment

Due to its alloy content, hardening and tempering grade C45 tempering steel can achieve certain properties. As standard, parts made of C45 are hardened with a maximum hardening value of 40-45 HRC in the core. Carbonitriding of the material achieves a maximum of 45 HRC in the core and a higher surface hardness of 60 HRC at the surface.

16. Technical design for DIN products:

For reasons of production technology, outdated or ambiguous references, as well as missing explanations on technical specifications, e.g. positioning of knock-off threads and standards, products are manufactured according to DIN with supplementary guidelines from Nosta. Further information can be found in our standard parts catalogue.

17. note on custom-made products

Custom-made products can no longer be canceled after the start of production. We reject return requests for custom-made products.

18. imported goods from third countries

We reserve a margin of error of $\leq 1\%$.

We reserve the right to adjust the price accordingly in the event of exchange rate / material price fluctuations of more than +/- 2.5%.

19. Written form, severability

Amendments and additions to contracts or these terms must be in writing. This also applies to any waiver of the written form requirement. If a provision of the contract and/or these terms and conditions is wholly or partially ineffective or unenforceable, the validity of the remaining provisions shall remain unaffected. Instead, the invalid or unenforceable provision should be replaced by an effective and practicable provision which comes closest to the original provision. The same applies accordingly for any essential provision unintentionally omitted.