

1. General Information

1.1.

These General Terms and Conditions (hereinafter "GTC") form part of all offers, order confirmations and contracts with customers and suppliers concerning deliveries or other services, including contracts for work and for the supply of work, of the company DEFSolution GmbH (hereinafter referred to as DEF). Agreements that deviate from or supplement the GTC take precedence over the GTC, provided that they have been agreed in writing between the parties.

1.2.

The customer's GTC shall only be deemed valid, even if the company DEF renders services without reservation in knowledge of these terms, if they have been expressly confirmed in writing by the company DEF as applying in place of these GTC. Should these GTC be amended by the company DEF, the contractual content between the company DEF and the customer becomes valid if the customer consents to this amendment or does not object in writing within one month after the amendment has been announced.

2. Conclusion of Contract

2.1.

Orders placed by the customer are always non-binding. The contract only comes into being upon receipt of, and in accordance with the content of, a written order confirmation (also by e-mail) from the company DEF, or at the latest with the delivery of the ordered goods or manufactured products (hereinafter also collectively referred to as "Objects of Performance") or through the rendering of the agreed service (hereinafter also collectively referred to as "Subject Matter of the Contract") by the company DEF.

2.2.

The performance characteristics of the Object of Performance and Subject Matter of the Contract are conclusively described in the service description of the respective individual contract between the company DEF and the customer or in the order confirmation. Oral assurances, catalogue information, drawings, illustrations, dimensions, weights or other performance data are only binding if they are expressly agreed in writing. The same applies to properties that can be expected from public statements by the company DEF or its assistants, in particular in advertising or in the labelling of the goods. Technical and design deviations from information in brochures, catalogues and written documents that are reasonable for the customer, as well as changes to models, designs and materials in the course of technical progress and further development, remain reserved, without any rights against the company DEF being derivable therefrom.

2.3.

If consulting or other services are the subject of the contract between the company DEF and the customer, these must be expressly agreed in writing. The services to be rendered by the company DEF in the individual case are governed by the content specified in the order confirmation. Furthermore, DEF is in principle not liable for a specific consulting or other success. In the legal sense, the company DEF does not assume any guarantee for the existence of certain characteristics of the Objects of Performance and Subject Matter of the Contract, unless in the individual case

expressly agreed in writing and mandatory legal provisions do not provide otherwise.

3. Delivery and Performance Conditions

3.1.

A delivery date or performance date is subject to change, non-binding and subject to timely self-supply and to unforeseen circumstances and obstacles, and is agreed in writing by the company DEF according to its anticipated capacity to perform. This applies irrespective of whether these occur at the company DEF or at an undertaking from which the company DEF obtains the goods or service in whole or in part. These circumstances and obstacles extend the delivery date or performance date accordingly, even if they occur during a default that has already occurred. Any grace period possibly set by the customer in this case is also extended by the duration of the circumstance and obstacle. Should delivery or performance delays occur that last longer than six weeks, caused by a circumstance or an obstacle, the company DEF reserves the right to withdraw from the contract.

3.2.

Compliance with delivery periods or periods for the rendering of services agreed in writing presupposes that the customer provides in good time all information required for the delivery or rendering of the service, and in particular performs the acts of cooperation incumbent upon it. Otherwise, the delivery period or the period for the rendering of the service is extended appropriately.

3.3.

The company DEF is entitled to make reasonable partial deliveries and partial performances.

4. Invoicing / Due Date and Default

4.1.

Consulting and other services of the company DEF are in principle remunerated on the basis of time spent, unless otherwise specified in the order confirmation. The deliveries and services of the company DEF are remunerated at a fixed price or on the basis of time spent, in accordance with the individual contractual stipulation. You can find the amount of the hourly rates and unit prices, etc. in the written order confirmation.

4.2.

The written order confirmation is decisive for the scope of the delivery and for the determination of the remuneration at a fixed price or on the basis of time spent. If it deviates from the customer's order or purchase order, it is nevertheless authoritative if the customer does not object to it without undue delay or accepts services from the company DEF without reservation.

4.3.

All prices are net and plus any expenses as well as the statutory value added tax applicable in each case. Expenses may include in particular travel costs, accommodation costs, additional subsistence expenses, telecommunication costs, printing costs, copying costs, as well as postage costs. Unless expressly stated otherwise, net prices for deliveries of goods include normal packaging, plus shipping costs and/or the costs of transport insurance – if such insurance has been taken out in the individual case.

4.4.

The company DEF is authorised to make and to demand instalment payments and partial invoicing.

4.5.

In the case of third countries such as Mexico, the customer must make an instalment payment by advance payment. The amount of the advance payment is specified accordingly by DEF, or amounts to at least 10% of the order.

4.6.

Invoices/partial invoices/interim invoices are issued weekly for the effort expended at the agreed hourly rate, unit price, or an agreed fixed price, unless otherwise agreed.

4.7.

Invoices are due at the latest 14 days after the invoice date for domestic customers and 30 days after the invoice date for foreign customers, and are payable without deduction, unless a different due date results from the respective invoice. Decisive is the receipt of payment by the company DEF. If the customer is in default with the payment of the invoice, from the due dates onwards, the company DEF is entitled to charge interest of 9 percentage points above the base interest rate of the European Central Bank. In the event of non-compliance with the payment term, the company DEF is entitled to terminate the contract without notice.

4.8. The company DEF reserves the right to refuse the acceptance of cheques or bills of exchange.

5. Liability for Material Defects and Defects of Title

5.1. Nature of Performance and Success of Performance

DEF renders its services in accordance with the respective contract, the agreed service description and the information and specifications provided by the customer. In the case of services, DEF owes the rendering of the agreed activity in accordance with the contract, but not a specific economic, technical or other success, unless this has been expressly agreed as an owed success of performance.

In particular in the case of quality controls, sorting and rework services as well as resident engineering activities, DEF owes the professional performance of the agreed activities in accordance with the specified inspection characteristics, inspection scopes and work instructions. No guarantee is assumed for the complete freedom from defects of components, assemblies or products, or for the freedom from defects of subsequent production or delivery processes, unless this has been expressly agreed in writing. The customer's statutory rights in respect of liability and defects remain unaffected.

5.2. Subsequent Performance and Rights in Respect of Defects

In the case of justified claims for defects, DEF is initially entitled to subsequent performance within a reasonable period. To the extent legally permissible and possible according to the nature of the service, the subsequent performance is carried out, at DEF's choice, by rectification or by renewed rendering of the defective service. In the case of defective delivered items, the subsequent performance is carried out in accordance with the statutory provisions applicable in each case.

If the subsequent performance fails, is seriously and definitively refused by DEF or is not rendered within a

reasonable period, the customer may, within the scope of the statutory requirements, withdraw from the contract, reduce the remuneration and/or demand damages. Further statutory rights remain unaffected.

Replaced parts only become the property of DEF if this is legally permissible and the transfer has been agreed in the individual case.

5.3. Limitation Period and Notification of Defects

The statutory limitation periods apply to claims for defects, unless a deviating agreement has been made for entrepreneurs under Clause 13.1. A contractually agreed shortening of the limitation period does not apply in cases of intent, fraudulent concealment of a defect, an assumed guarantee, or in other cases in which a shortening is legally impermissible.

The customer must notify apparent defects, if possible without undue delay after discovery, in text form with a comprehensible description of the defect.

5.4. Alterations, Interventions and Improper Use

Claims for defects do not exist insofar as an asserted defect demonstrably results from the customer or third parties having handled the Object of Performance or Subject Matter of the Contract improperly, having used it contrary to the agreed specifications, or having altered it or intervened in it without the necessary coordination. This does not apply insofar as DEF is legally responsible for the defect on other grounds.

A guarantee expressly assumed by DEF remains unaffected by this provision, insofar as the statutory requirements for its exclusion are not met.

6. Place of Performance and Place of Jurisdiction

6.1.

The place of performance is the registered office of the company DEFSolution GmbH.

6.2.

The place of jurisdiction is the registered office of the company DEFSolution GmbH.

6.3.

The law of the Federal Republic of Germany applies to all legal relationships between us and our contractual partner.

7. Granting of Rights of Use

7.1.

The company DEF is entitled to all exclusive rights of use and exploitation in the work results capable of protection created by the company DEF within the scope of the rendering of the services that are the subject of the contract (e.g. copyrights, patents, utility models or design rights).

7.2.

The rights of use that the customer receives are exclusively for the purpose provided for in the contract. An extension of the rights of use, disclosure or modification vis-à-vis the customer always requires a separate, express and written agreement.

8. Retention of Title

8.1.

The company DEF reserves title to the delivered Objects of Performance arising from the ongoing business relationship until the complete fulfilment of all claims of the company DEF. The pledging or transfer by way of security of the goods is prohibited prior to the transfer of title. Resale is only permitted in the course of proper business. In the event of resale of the goods subject to retention of title, the customer already assigns its purchase price claim against the purchaser to the company DEF in full upon conclusion of the contract.

8.2.

The customer is no longer entitled to dispose freely of the goods if the customer is in default with a payment in whole or in part, or ceases its payments and justified doubts arise as to its solvency or creditworthiness. In such a case, the company DEF may revoke the customer's authority to collect payment from the recipient of the goods. The company DEF is then entitled to demand information about the recipients of the goods, to notify them of the transfer of the claims to the company DEF and to collect the customer's claims against the recipients of the goods.

9. Liability

9.1. General Principles of Liability

DEF is liable without limitation in accordance with the statutory provisions for damage caused intentionally or through gross negligence by DEF, its legal representatives or vicarious agents. The same applies to damage arising from injury to life, body or health, for fraudulently concealed defects, in the case of expressly assumed guarantees, as well as for mandatory statutory liability, in particular under the Product Liability Act.

In the case of slightly negligent breach of essential contractual obligations, DEF is liable exclusively for the damage typical for the contract and foreseeable at the time of conclusion of the contract. Essential contractual obligations are those obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the customer may regularly rely. Otherwise, liability for damage caused by slight negligence is excluded, insofar as this is legally permissible.

The aforementioned liability provisions also apply for the benefit of the bodies, legal representatives and vicarious agents of DEF.

9.2. Limitation of Liability, Consequential Damage and Liability after Installation

Insofar as legally permissible, DEF's liability in the case of slightly negligent breach of essential contractual obligations is limited to the damage typical for the contract and foreseeable, and in amount to the order value of the respective individual order. Mandatory statutory grounds of liability remain unaffected.

Insofar as legally permissible, in the case of slight negligence DEF is not liable for indirect damage and consequential damage, in particular production downtime, business interruptions, lost profit, loss of use, as well as additional sorting, inspection, replacement and recall costs, insofar as these are not to be compensated as damage typical for the contract and foreseeable, or liability for these is mandatorily prescribed by law.

After completion of the inspection, sorting, rework or other services contractually owed by DEF, and in particular after further processing, assembly or installation of the affected parts by the customer or third parties, DEF assumes no

responsibility for subsequently arising alterations, damage or impairments caused by the further processing, assembly, installation, transport, storage, use or other downstream processes, unless DEF is legally responsible for this on account of its own breach of duty.

With the installation of the parts by the customer or third parties, responsibility for the subsequent assembly, production and processing steps passes to the respective responsible party, insofar as these steps do not expressly belong to the contractually agreed scope of services of DEF.

DEF's liability for its own breaches of duty committed before installation, in particular for demonstrably defectively performed inspection or rework services, is governed by the other provisions of these GTC and the mandatory statutory provisions.

9.3. Data Loss

DEF is liable for data loss in accordance with the statutory provisions. In the case of data loss caused by slight negligence, liability is limited, insofar as legally permissible, to the restoration effort that would have been required with proper data backup by the customer in accordance with the state of the art.

Proper data backup presupposes that the customer backs up its data holdings regularly, in a manner appropriate to the risk and in a suitable form, and verifies the restorability of the backed-up data. DEF's responsibility for data backup services expressly agreed under the contract remains unaffected.

9.4. Public Liability Insurance

The scope of DEF's insurance cover does not, in itself, establish an independent limitation of liability. The contractual limitations of liability apply exclusively within the scope of the foregoing provisions and only insofar as they are legally permissible. Mandatory statutory grounds of liability remain unaffected.

10. Confidentiality and Data Protection

10.1.

The contractual partners undertake to treat as strictly confidential the trade and business secrets of the respective other contractual partner and/or its business partners that become known to them during their cooperation, of whatever kind, which by their nature are not intended for the general public, and to keep them secret from third parties during the term of the contract and for two years after termination of the contract. This does not apply if the information was demonstrably already known before the business relationship.

10.2.

It is clarified that the obligation of confidentiality does not apply to works created by the customer or services rendered by the customer, unless these have as their subject matter information requiring confidentiality pursuant to Clause 10.1.

10.3.

The parties mutually undertake to comply with the statutory provisions on data protection, in particular § 5 of the Federal Data Protection Act, and shall ensure compliance with them. The foregoing obligations continue to exist after termination of the cooperation.

11. Cooperation of the Customer

11.1.

The customer is aware that the company DEF is dependent on the customer's cooperation for the rendering of the services that are the subject of the contract. The customer undertakes, upon reasonable request, to provide without undue delay and completely all documents and information required for the performance of the services that are the subject of the contract. The customer undertakes to provide, for the performance of commissioned services by the company DEF, the employees of the company DEF as well as any subcontractors or vicarious agents of the company DEF who are engaged or have been commissioned with the rendering of the services that are the subject of the contract, with sufficient access to its premises and systems, insofar as this is necessary for the performance of the contract.

11.2.

Within the scope of its duties of cooperation, the customer is also obliged, where necessary, to provide, free of charge and in good time, suitable rooms for employees of the company DEF who are concerned with the fulfilment of services, in which documents, work equipment or data carriers can also be stored securely.

11.3.

All services of cooperation by the customer are provided free of charge, unless expressly agreed otherwise.

11.4.

If the customer does not fulfil its duties of cooperation, or does not fulfil them in good time, the company DEF may set the customer a reasonable period for the performance of its duties of cooperation. If the duties of cooperation are not fulfilled within the period set by the company DEF, the company DEF is entitled to terminate the contract for good cause. Further claims of the company DEF remain unchanged in the event of termination.

12. Rights of Third Parties

12.1.

The customer warrants to the company DEF that, if the company DEF executes the order according to its specifications, this does not infringe any rights of third parties. The customer is obliged to indemnify the company DEF against all claims if the latter is held liable by a third party. The obligation to indemnify also extends to all expenses that the company DEF has to bear to a third party in connection with the performance of the contract, for projects or services.

13. Warranty and Guarantees

13.1.

Unless expressly agreed otherwise below, the statutory law on liability for defects applies. For consumers, the limitation period for claims for defects in the case of used items is one year from delivery of the goods. For entrepreneurs, the limitation period for claims for defects is one year from the passing of risk; the statutory limitation periods for the right of recourse under § 478 BGB remain unaffected. With regard to entrepreneurs, only our own statements and the product descriptions of the manufacturer that have been

incorporated into the contract apply as an agreement on the quality of the goods; we assume no liability for public statements by the manufacturer or other advertising statements. If the delivered item is defective, we first provide, towards entrepreneurs and at our choice, warranty by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery).

The foregoing restrictions and shortenings of periods do not apply to claims arising from damage caused by us, our legal representatives or vicarious agents

- in the event of injury to life, body or health
- in the event of intentional or grossly negligent breach of duty as well as fraudulent intent
- in the event of breach of essential contractual obligations, whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the contractual partner may regularly rely (cardinal obligations)
- within the scope of a guarantee promise, insofar as agreed
- insofar as the scope of application of the Product Liability Act is opened. Information on any additional guarantees that may apply and their precise conditions can be found with the respective product.

13.2. Customer service:

You can reach our customer service for questions, complaints and objections by e-mail at info@defsolution.de

14. Transport Damage

14.1

For consumers the following applies: If goods are delivered with obvious transport damage, please complain about such defects to the deliverer as soon as possible and please contact us without undue delay. Failure to make a complaint or to make contact has no consequences whatsoever for your statutory claims and their enforcement, in particular your warranty rights. However, you help us to be able to assert our own claims against the carrier or the transport insurance.

14.2.

For entrepreneurs the following applies: The risk of accidental loss and accidental deterioration passes to you as soon as we have handed the item over to the forwarding agent, the carrier or the other person or institution designated to carry out the shipment. Between merchants, the duty of inspection and notification of defects regulated in § 377 HGB applies. If you omit the notification regulated there, the goods are deemed approved, unless it concerns a defect that was not recognisable during the inspection. This does not apply if we have fraudulently concealed a defect.

15. Payment

15.1

Advance payment, invoice, cash payment upon collection

16. Right of Withdrawal

16.1.

Consumers are entitled to the statutory right of withdrawal as described in the withdrawal notice. No voluntary right of withdrawal is granted to entrepreneurs.

17. Delivery Conditions

17.1

In addition to the stated product prices, shipping costs are added. You can find out more about the amount of the shipping costs in the offers.

17.2.

You in principle have the option of collection from DEFSolution GmbH, Adam-Opel-Straße 6, 38112 Braunschweig, Germany during the business hours stated below: Monday to Friday from 8 a.m. to 4 p.m., except on public holidays. Please inform us at the latest two working days before your collection so that we can make the goods available from our warehouse.

18. Final Provisions

18.1.

Individual deviations, amendments or supplements to these GTC require written form, otherwise they are void.

18.2.

The customer is only entitled to assign or transfer claims arising from the existing business relationship to third parties if the company DEF has given its prior consent in written form.

18.3.

The respective national law of the country in which the registered office of the company DEF is located applies. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the provisions of conflict-of-laws rules that would require the application of another law are excluded.

18.4.

Should a provision of these terms and conditions be or become legally invalid, the order placed and the remaining provisions of these terms and conditions nevertheless remain effective. An invalid provision is to be replaced by a provision that comes closest to it in economic effect. The same applies in the event of gaps in the provisions.