

GENERAL TERMS OF SALE, DELIVERY AND PAYMENT

HAHN+KOLB Werkzeuge GmbH

I. Application

1. Subject to Clause I.2. below, the terms of sale, delivery and payment set out below apply to all deliveries of goods and other obligations to be performed by HAHN+KOLB Werkzeuge GmbH (hereinafter: "Supplier"). These terms of sale, delivery and payment shall apply correspondingly to works and services. With works, acceptance of the goods supplied shall be replaced with acceptance of the work provided, and with services, acceptance of the goods supplied shall be replaced with acceptance of the services provided.
2. The terms of sale, delivery and payment set out below apply only if the customer is an entrepreneur (Section 14 German Civil Code (BGB)), a legal person under public law, or a special public fund. They do not apply to purchase orders placed via any of the Supplier's online sales platforms.
3. These terms of sale, delivery and payment shall apply exclusively, even in the event that they are not referred to in subsequent contracts. Deviating purchasing conditions of the customer shall not become part of the contract even through acceptance of the order.
4. Additional or deviating agreements to these terms of sale, delivery and payment, which are made between the Supplier and the customer for the execution of a contract, must be set down in writing in the contract. This shall also apply to the waiver of this written form requirement.
5. Insofar as the customer downloads and uses CAD-data of the Supplier, which the Supplier provides free of charge, the Terms and Conditions of Use for CAD-data of the Supplier shall apply in their latest version, available at [Terms of use CAD data](#).
6. Any rights to which the Supplier is entitled under statutory provisions beyond these Terms of sale, delivery and payment shall remain unaffected.

II. Formation of contract

1. Offers of the Supplier are subject to change and non-binding, unless they are expressly stated to be binding offers.
2. All purchase orders, contractual changes and additions and subsidiary agreements must generally be made in writing. Unless otherwise agreed, an order shall only become binding when it has been confirmed by the Supplier by means of an order confirmation in text form. An order confirmation produced with the use of automatic devices in which the signature and reproduction of the name are missing shall be deemed to be in writing. If the order confirmation contains obvious errors, spelling mistakes or miscalculations, it shall not be binding on the Supplier. In the absence of an order confirmation, the order shall become binding when the Supplier has notified the customer of the dispatch of the goods or has handed over the goods to the customer.
3. All information about dimensions, weight, performance and/or materials that is contained in offers, catalogues, brochures, price lists, drawings or similar documents are only approximate, except to the extent expressly referred to as binding. They do not constitute an agreement or guarantee of a corresponding quality of the delivery items. The same applies to all information regarding the design and all proposals. The Supplier reserves the right to make changes as a result of technical developments.
4. All drawings, samples and records created by the Supplier remain the Supplier's property and must not be made accessible to third parties without the Supplier's prior consent. The Supplier refers to the fact that it owns the respective copyrights.
5. The contractually owed properties of the purchase item are determined exclusively by the written agreements. Ideas expressed unilaterally by the customer and advertising statements or other public statements made by the Supplier or by any of the Supplier's vicarious agents shall not be taken into consideration.
6. All models, tools and other devices for the performance of an order remain the Supplier's property, even if the Supplier charges the customer for a portion of the costs.

III. Prices

1. Unless specifically agreed otherwise, the applicable prices are the Euro prices per piece, or for such other unit of quantity as may be indicated, which are stated in the catalogues and price lists on the day the purchase order is received, plus statutory value-added tax applicable on the date of invoicing.
2. Any services provided by the Supplier beyond the delivery of the goods as well as any additionally agreed work shall be invoiced separately.
- 3.1 For Deliveries within Germany, the prices are always free domicile and/or free place/station of destination; where freight forwarding/rail freight has been chosen, the packaging is included. This does not apply to small and very small orders (cf. Clause III.4. below), very bulky or heavy goods, repairs, or courier services requested by the customer. Very bulky and heavy goods with original and special packaging are marked with + in the catalogue. In this case, the prices apply to delivery "ex works" or EXW in accordance with Incoterms® 2020 (74636 Ludwigsburg / Germany), excluding any ancillary costs such as packaging, freight, insurance, etc.
- 3.2 For deliveries outside Germany, the prices shall be "ex works" or EXW in accordance with Incoterms® 2020 (74636 Ludwigsburg / Germany), excluding any ancillary costs, e.g. packaging, freight, insurance. .
4. For small orders with a net goods value of less than EUR 300,00, the Supplier will charge a lump-sum fee of EUR 7.90 plus statutory value-added tax to cover costs. For very small orders with a net goods value of less than EUR 30.00, the Supplier will charge a lump-sum fee of EUR 10.90 plus statutory value-added tax to cover costs.
5. For orders below the packaging units stated in the catalogues, the Supplier will charge a surcharge in an amount equal to 10% of the net order value plus statutory value-added tax.
6. If, in the period between the conclusion of the contract and the date of delivery, a factor relevant for the pricing, such as salaries, energy costs and/or costs for raw materials, increases by more than 5%, the Supplier reserves the right to adjust the prices by the amount by which the acquisition or manufacturing costs of the delivery items have increased. If use is made of this price adjustment clause, the Supplier shall be obliged, at the request of the customer, to provide evidence of the additional costs incurred.
7. In deviation from Section 195 German Civil Code (BGB), the Supplier's claims for payment of the purchase price shall be time-barred after five years.

IV. Payment

1. The methods of payment available to the customer are payment by direct debit and payment upon receipt of an invoice. The option of paying upon receipt of an invoice is subject to a satisfactory credit check.
2. By choosing payment upon receipt of an invoice, the customer consents to the Supplier carrying out a credit check. If, following such credit check, the Supplier gives its consent to the customer making payment upon receipt of an invoice, the customer will receive an invoice. In this case, the gross price shall be payable within 20 days of the invoice date without any deductions. If, following the credit check, the Supplier does not give its consent to the customer making payment upon receipt of an invoice, payment shall be made by direct debit.
3. In the case of machines, special tools, repairs or similar deliveries of goods, performance of work or services, payment shall be made as agreed.
4. Counterclaims of the customer do not entitle the customer to make a set-off or assert a right of retention unless such counterclaims have been established in a judgment which cannot be appealed against or are undisputed. Furthermore, in order for the customer to be entitled to assert a right of retention, the customer's counterclaim must be based on the same contractual relationship.
5. Discountable bills of exchange will be accepted only upon prior agreement and only on account of payment. All discount and bill of exchange charges shall generally be borne by the customer.
6. Discounts may only be deducted where this has been agreed in writing. In the event that the customer defaults on a payment for another delivery or service, any discounts agreed shall cease to be valid and payments become due immediately. This also applies in the event of extra-judicial composition proceedings or judicial insolvency proceedings from the time the application is filed.

7. If, after entering into the respective contract, the Supplier obtains knowledge of circumstances which could significantly reduce the customer's creditworthiness, the Supplier shall be entitled to declare all claims arising from the business relationship due and payable, even if the Supplier has accepted bills of exchange.. In this case, the Supplier shall also be entitled to carry out outstanding deliveries and services only against payment in advance simultaneously or against corresponding securities.. After the unsuccessful expiry of a reasonable period for the provision of an advance payment or security, , the Supplier may rescind the contract.

V. Delivery

1. The Supplier's order confirmation shall be relevant for the scope of performance. 2. All delivery dates and delivery periods stated are non-binding guidelines. The agreement of binding delivery periods must be made in writing. Unless such periods have been expressly agreed, information on the delivery period shall represent non-binding performance dates.

3. If the delivery period is determined in days, weeks, months or years, it shall commence upon conclusion of the contract. Meeting the delivery deadline is conditional on the timely and proper fulfilment of the other obligations of the customer. Agreed delivery periods shall be deemed to have been met if, by the time they expire, the delivery items have left the Supplier's premises or the Supplier has notified the customer that the delivery items are ready for delivery. Delivery shall be made subject to timely and proper delivery to the Supplier.

4. The Supplier shall have the right, especially with comparatively large orders, to make reasonable partial deliveries. Where an order for special tools is made, the Supplier may exceed or remain below the quantity ordered by approximately 10%, at least, however, by two pieces. In this case, the invoice shall be for the quantity actually supplied.

5. If non-compliance with the delivery periods is due to force majeure or other interferences for which the Supplier is not responsible, such as war, terrorist attacks, import and export restrictions, epidemics and pandemics, transport or business disruptions, including disruptions affecting the Supplier's suppliers, the delivery periods shall be extended for a period equal to the duration of the impediment. This also applies to any industrial action affecting the Supplier or the Supplier's suppliers. The contracting parties shall have the right to rescind the contract if any impediment according to this Clause V.5. lasts for more than four months and the performance of the contract is no longer of interest to either of the contracting parties because of such impediment.

6. In the event of a delay in delivery, the customer may only rescind the contract if the Supplier is responsible for the delay.

7. If the delivery is made at a later date than the agreed delivery date at the express request of the customer after conclusion of the contract, the Supplier shall be entitled to demand compensation from the customer for the additional costs incurred as a direct result. After unsuccessful expiry of a reasonable period for delivery acceptance, the Supplier shall be entitled to dispose otherwise of the delivery item and to supply the customer with an extended delivery period.8. If the customer receives load carriers (such as euro pallets or wire boxes etc.) together with the goods supplied, the customer shall be obliged, after a reasonable unloading period, to return such carriers to the Supplier or to the forwarding agent authorised to receive such carriers.

9. Without prejudice to the provisions of Clause VIII.1. below, the customer shall be obliged to examine the goods upon delivery for externally visible defects and report the defects, if any, to the transport company which carries out the delivery and ask for corresponding confirmation in writing. If the customer fails to comply with this obligation, it shall be obliged to compensate the Supplier for any damage suffered as a result of such failure.

10. The Supplier is under no obligation to take back wrong deliveries for which the customer is responsible. If the Supplier nevertheless takes back such goods in any particular case, this is a gesture of goodwill. In this case, the customer shall bear all costs incurred by the Supplier. Furthermore, the Supplier may charge the customer a lump-sum handling fee in an amount equal to 10% of the value of the goods, but at least in the amount of EUR 20.00 plus value-added tax for the handling.

11. The Supplier may have the goods delivered to the customer by direct delivery by the manufacturer or the Supplier's suppliers of the goods, by a technical service provider for the goods or by a logistics service provider.

VI. Passing of risk and receipt; default of acceptance

1. Unless expressly agreed otherwise, delivery shall be "ex works" or EXW in accordance with Incoterms® 2020 (74636 Ludwigsburg / Germany),, which means that the risk of accidental loss or destruction or of accidental deterioration of the goods will pass to the customer at the time the Supplier hands the goods over to the person in charge of carrying out the transport or has left the Supplier's premises for the purpose of shipment. This also applies if partial deliveries are made or if the Supplier has assumed additional obligations, such as the shipping costs or the putting into operation. At the request and expense of the customer, the Supplier shall insure the delivery items against the risks to be specified by the customer by means of transport insurance. 2. Unless otherwise agreed, the Supplier may choose the route and method of shipment.

3. Without prejudice to the rights under Clause VIII. below, the customer must receive the items delivered even if they contain insignificant defects.

4. If the customer defaults on its obligation to accept the goods, the Supplier may claim compensation for the damage suffered as a result of such default. The lump-sum damages amount to 0.5% of the net price of the delivery per day of default, up to an aggregate amount equal to 5% of the net price of the delivery. The contracting parties reserve the right to claim further damages or to prove that the amount of damages claimed exceeds the damage actually suffered. The risk of accidental loss or destruction or accidental deterioration of the goods will pass to the customer at the point in time the customer starts to be in default of acceptance.

VII. Retention of title

1. The goods supplied will remain the Supplier's property until all claims arising out of the business relationship have been settled in full.

2. The customer must store the goods properly and adequately insure them for their replacement value against theft, machine breakdown, damage by fire or water and other damage. The customer hereby assigns to the Supplier all claims for compensation arising out of such insurance. The Supplier hereby accepts this assignment. In the event of default of payment, the customer shall be obliged to surrender the supplied goods at the Supplier's request, provided the Supplier has rescinded the contract in accordance with the statutory provisions. This also applies if any or all of the Supplier's claims have been included in a current account and the balance has been drawn and acknowledged. In the event of attachment proceedings, compulsory execution or other encroachments by third parties, the customer must notify the Supplier without undue delay and deliver all records needed to safeguard the Supplier's ownership rights.

3. Payment shall be deemed made when the equivalent value is received by the Supplier. If payment is made by check and/or by bill of exchange, title to the goods shall continue to be retained until the customer has honoured its obligations.

4. If the customer processes or transforms any goods that have been supplied subject to retention of title, such processing or transformation shall be deemed carried out on behalf of the Supplier – without this giving rise to any obligations on the part of the Supplier – and the goods so processed or transformed shall remain the Supplier's property. This also applies if goods which have been supplied subject to retention of title are processed and turned into a new item.

5. Even to the extent that goods which have been supplied subject to retention of title are combined with other items of the customer or of third parties, they generally remain separate acceptable items in which separate rights can exist. If goods which have been supplied subject to retention of title are combined with other items not owned by the customer or if, as a result of such combination, separate rights in such goods can no longer exist, the Supplier shall acquire co-ownership of the new item in proportion to the value of the goods which have been supplied subject to retention of title compared to the other combined items at the time they were combined. If the combination is carried out such that

the customer's item can be deemed the main item, it is agreed that the customer shall transfer the proportionate co-ownership rights to the Supplier. The customer shall store the item so owned or co-owned on behalf of the Supplier. In all other respects, the provisions applicable to items which have been supplied subject to retention of title shall also apply to items co-owned by the Supplier.

6. The customer shall be authorised, subject to revocation, to resell the goods which have been supplied subject to retention of title in the ordinary course of business. Other dispositions by the customer are not permitted; in particular, the customer is not permitted to pledge the goods which have been supplied subject to retention of title or transfer them by way of security. The customer may resell the goods which have been supplied subject to retention of title only subject to prolonged and extended retention of title if the goods supplied subject to retention of title are not paid for immediately by the third-party acquirer (purchaser). The right to resell shall cease to exist when the customer defaults on a payment.

7. The customer hereby assigns to the Supplier all claims against the purchaser which arise out of the resale, regardless of whether the goods which have been supplied subject to retention of title are resold without processing or after they have been processed. The Supplier accepts this assignment. The customer is prohibited from making any arrangements with its purchaser which, in whatever manner, exclude or affect the Supplier's rights. In particular, the customer is prohibited from entering into any agreement that invalidates or adversely affects the advance assignment of the claims to the Supplier. After this assignment, the customer shall remain entitled to collect the claims which have been assigned to the Supplier. This shall not affect the Supplier's right to collect the claims itself. The Supplier agrees, however, that it shall not collect the claims as long as the customer properly fulfils its payment obligations. The Supplier may demand that the customer inform the Supplier of all assigned claims and their debtors, that it provide all the data needed for collection, deliver the pertinent records to the Supplier and advise the debtors of the assignment. If goods which have been supplied subject to retention of title are resold together with other items not owned by the Supplier, the customer's claim against the purchaser shall be deemed assigned to the extent of an amount equal to the purchase price agreed between Supplier and customer.

8. The Supplier shall be obliged, if so requested by the customer, to release the security to which the Supplier is entitled according to the preceding provisions at the Supplier's choice to the extent that such security exceeds the value of the claims to be secured by more than 10%.

9. The Supplier may insure the goods supplied subject to retention of title at the customer's expense against theft, machine breakdown, damage by fire or water and other damage unless the customer can prove that it has taken out such insurance.

10. In the event that goods are delivered to destinations with a different legal system where the retention-of-title provisions set out in Clauses VII.1. to VII.8. above do not provide the same level of protection as they offer in the Federal Republic of Germany, the customer hereby grants the Supplier an equivalent security interest. If further measures are required for this purpose, the customer shall do whatever is necessary to grant the Supplier without undue delay such a security interest. The customer shall assist with all measures that are required for, and conducive to, the validity and enforceability of such security interests.

VIII. Customer's warranty rights

If the goods supplied contain defects in quality or title, the customer shall have the warranty rights set out below to the exclusion of all further claims, subject to Clause X. below:

Defects in quality

1. The customer's warranty rights are conditional upon the customer performing its statutory inspection and notification duties (Sections 377, 381 German Commercial Code (HGB)), in particular, upon the customer examining the goods supplied without undue delay upon receipt and providing the Supplier without undue delay with written notice of any obvious defects and of defects that can be identified during such inspection. Hidden defects must be reported by the customer by written notice to the Supplier given without undue delay after such defects have been discovered. For the purposes of the first sentence of this Clause VIII.1., notice shall be deemed given "without undue delay" if given within 8 working days; this deadline is met if the Supplier receives the notice before the expiry of the aforesaid

period. If the customer fails to properly examine the goods supplied and/or give notice of defects, all liability of the Supplier for the defect shall be excluded. The customer shall provide a written description of the defects when reporting them to the Supplier. The inspection and notification duties also apply to operating manuals and to instructions for assembly and installation.

2. If any parts already contained a defect at the time the risk passed, the Supplier can choose to remedy the defect or deliver an item that is free from defects. Replaced parts will become the Supplier's property.

3. Upon consultation and agreement with the Supplier, the customer must give the Supplier the opportunity and the time needed to carry out any remediation of defects and delivery of items which are free from defects deemed necessary by the Supplier. Otherwise, the Supplier will not be liable for the resulting consequences.

4. The Supplier shall bear the expenses incurred for the purposes of remedying defects and/or delivering items which are free from defects, in particular, transport costs, travel expenses and the cost of labour and materials, if a defect actually exists. If it turns out that the customer's request for remedial action was unjustified, the Supplier may demand that the customer reimburse the Supplier for the costs incurred in this connection unless the customer proves that the unjustified notification of defects was not due to fault on the part of the customer. If the contractual item is not located at the place of delivery, the customer shall bear all additional costs incurred by the Supplier as a result of this fact when remedying defects unless the contractual item was relocated in accordance with its contractually intended use.

5. The customer shall have the right to rescind the contract within the limits defined by law if, taking the statutory exceptions into account, the Supplier fails to take remedial action with regard to a defect in quality by either remedying the defect or delivering an item which is free from defects within a reasonable period of time set for this purpose. If there is only an insignificant defect, the customer's remedies shall be limited to reducing the contract price. In all other cases, the right to reduce the contract price shall remain excluded.

6. In particular in the following cases, the customer shall have no warranty rights, unless the Supplier is responsible for the relevant circumstances: inappropriate or improper use, faulty assembly or installation and/or faulty putting into operation by the customer or a third party, natural wear and tear, faulty or careless handling, improper maintenance, unsuitable operating materials, deficient construction work, unsuitable building ground, chemical, electrochemical or electrical impacts.

7. If a defect is remedied improperly by the customer or a third party, the Supplier will not be liable for the resulting consequences. The same applies if any changes are made to the delivery item without the Supplier's prior consent.

Defects in title

8. If the use of the delivery item leads to industrial property right or copyright infringements, the Supplier will generally, at its own expense, procure the right for the customer to continue to use the delivery item or modify the delivery item in a manner acceptable to the customer such that the industrial property right infringement no longer exists. If this is not possible on economically reasonable terms or within a reasonable period of time, the customer shall have the right to rescind the contract. Under the aforesaid conditions, the Supplier, too, shall have the right to rescind the contract. Furthermore, the Supplier will indemnify the customer against any claims of the respective industrial property right owners which are undisputed or have been established in a judgment that cannot be appealed against.

9. Subject to Clause IX.2. below, Clause VIII.8. above contains an exhaustive list of the Supplier's obligations in the event of industrial property right or copyright infringements. These obligations exist only if

- the customer notifies the Supplier without undue delay of any asserted industrial property right or copyright infringements;
- the customer reasonably assists the Supplier in defending the asserted claims and/or enables the Supplier to carry out modifications according to Clause VIII.8. above;
- all measures of defence, including a settlement out of court, are reserved for the Supplier;
- the defect in title is not due to an instruction given by the customer; and

- the infringement is not due to the customer modifying the delivery item on its own authority or using it in a manner other than as agreed.

IX. Return and disposal of electrical and electronic equipment

1. The Supplier sells and delivers electrical and electronic equipment within the meaning of the German Electrical and Electronic Equipment Act (ElektroG) exclusively to commercial users, regardless of the nature and usability of such equipment.

2. With regard to ATORN and ORION equipment used exclusively in non-private households or not normally used in private households (so-called “b2b equipment”), the customer agrees and undertakes to properly dispose of the equipment at its own expense in accordance with the statutory provisions after the equipment is no longer used. The customer releases the Supplier from the obligations under Section 19 (1) German Electrical and Electronic Equipment Act (ElektroG) (Manufacturer’s obligation to take equipment back) and shall indemnify the Supplier against any related third-party claims. The customer shall fulfil the notification duties under Section 30 German Electrical and Electronic Equipment Act (ElektroG). If the customer passes on the equipment supplied to commercial third parties, the customer must impose the contractual obligations on them to properly dispose of such equipment at their own expense in accordance with the statutory provisions after the equipment is no longer used, to fulfil the notification duties under Section 30 German Electrical and Electronic Equipment Act (ElektroG) and, in the event that the equipment supplied is again passed on, to also pass on these obligations. If the customer fails to pass on its obligations, it shall be obliged to take the goods supplied back at its own expense after they are no longer used, to properly dispose of them in accordance with the statutory provisions, and to fulfil the notification duties under Section 30 German Electrical and Electronic Equipment Act (ElektroG). The Supplier’s claim for assumption of the aforesaid obligations by the customer shall not be time-barred until after the expiry of a period of two years following the final termination of use of the equipment. This two-year period of suspension of limitation shall commence upon the manufacturer receiving written notice of termination of use from the customer, at the earliest.

3. With regard to ATORN and ORION equipment that can, at least in theory, also be used in private households according to its nature (so-called “dual-use equipment”), the customer agrees and undertakes to return such equipment to the Supplier after it is no longer used. The customer shall not transfer any such equipment to private households, in particular, staff. The Supplier will take such equipment back and recycle it or dispose of it in accordance with the statutory provisions. When transferring such equipment to commercial users, the customer shall ensure that a corresponding agreement is made with the user, so that all equipment is returned to the Supplier after the term of use has ended.

X. Liability

The Supplier is only liable for damage or losses – on whatever legal grounds:

- in the event of wilful misconduct;
- in the event of gross negligence on the part of the owner/board members or executive employees;
- in the event of death, bodily injury or damage to health, each if caused wilfully or by negligence;
- in the event of defects which the Supplier concealed with fraudulent intent or whose absence was guaranteed by the Supplier;
- in the event of defects of the delivery item to the extent that the Supplier is liable for personal injury or for damage to privately used items under the German Product Liability Act (ProdHaftG).

In the event of a wilful or negligent violation of material contractual obligations, i.e. obligations whose fulfilment is an indispensable prerequisite for the proper performance of the contract and compliance with which is regularly relied upon and can be relied upon by the other contracting party, the Supplier is also liable for gross negligence on the part of non-executive employees and for simple negligence, in the latter case limited to the damage that is typical of the contract and could reasonably be foreseen; this also applies to indirect damage and consequential damage caused by defects of the goods supplied. All further claims shall be excluded.

XI. Limitation

All claims of the customer – on whatever legal grounds – shall become time-barred within 12 months unless the defective delivery item has been used for a building in accordance with its customary use and has caused such building to be defective. The Supplier's unlimited liability for damage resulting from breach of guarantee or from death, bodily injury or damage to health, for wilful misconduct, fraudulent conduct or gross negligence, and for claims under the German Product Liability Act (ProdHaftG) shall remain unaffected. If the Supplier makes a statement in response to a warranty claim asserted by the customer, this shall not be deemed an entry into negotiations about such claim, or about the circumstances giving rise to such claim, if the warranty claim is fully rejected.

XII. Use of software

To the extent that the delivery includes software, the customer is granted a non-exclusive right, unlimited in time, to use the software supplied, including its documentation for the agreed or the contractually intended use. The software is provided for use on the delivery item that is intended for this purpose. The customer may reproduce, modify or translate the software or convert it from object code to source code only to the extent permitted by law (Sections 69 a *et seq.* German Copyright Act (UrhG)). The customer agrees not to remove any information provided by the manufacturer, in particular, copyright notices, and not to modify any such information without the Supplier's express prior consent. All other rights in the software and its documentation, including all copies, remain with the Supplier and/or the software provider. The granting of sub-licences is not permitted. The temporary or partial transfer of the software to third parties is not permitted. The rights to use the software may only be transferred to third parties as a whole. In this case, the customer shall be obliged to completely cease its own use of the software and to delete all copies of the software, unless it is obliged to retain them for a longer period. At the Supplier's request, the customer shall confirm in writing that the aforementioned measures have been carried out in full or, if necessary, explain to the Supplier the reasons for longer retention. The obligation to delete shall not apply if the software is integrated into the delivery item and the delivery item is resold. For any software supplied by third-party manufacturers, the licensing provisions of these third-party manufacturers shall apply exclusively to the granting of rights and their restrictions, including the type of license.

XIII. Confidentiality / data protection

1. Unless otherwise agreed, the information provided by the customer shall be deemed non-confidential.
2. Personal data will be processed by the Supplier (HAHN+KOLB Werkzeuge GmbH, Schlieffenstraße 40, D-71636 Ludwigsburg, phone: +49 (0) 7141 498-40, fax: +49 (0) 7141 498-4999, email: info@hahn-kolb.de) as controller, as defined in Article 4(7) GDPR, within the limits defined by the applicable provisions of law. The Supplier's Company Data Protection Officer can be reached at HAHN+KOLB Werkzeuge GmbH, Datenschutzbeauftragter, Schlieffenstraße 40, D-71636 Ludwigsburg, phone: +49 (0) 7141 498-40, fax: +49 (0) 7141 498-4999, email: datenschutz@hahn-kolb.de.
3. The Supplier will process personal data that it receives from the customer and/or the customer's staff in connection with the business relationship. Furthermore, the Supplier will process personal data which it has legitimately obtained from publicly accessible sources (e.g. commercial register, newspapers, the Internet) and which the Supplier is allowed to process. The data processed by the Supplier includes customer data and/or personal data of the customer and of the customer's staff (e.g. name, address, email addresses, telephone numbers and other contact details), payment data, data concerning the goods ordered, and advertising and sales data.
4. The Supplier will process the personal data to the extent that this is necessary for the initiation and implementation of contracts and for managing the customer relationship. Such processing therefore takes place for the purposes of performing contractual obligations on the basis of point (b) of Article 6(1) GDPR. Failure to provide the required data may mean that a contract cannot be concluded. Furthermore, the Supplier will process personal data for the purposes of its legitimate interests on the basis of point (f) of Article 6(1) GDPR. This includes, for example, processing for advertising purposes and for the purposes of market research and opinion polling (to the extent that the processing for these

purposes has not been objected to), processing for the purposes of tailoring offers as needed and for addressing customers directly, processing for the establishment of legal claims and for defence in legal disputes, as well as processing for business management measures and for measures regarding the further development of products.

5. The Supplier will transfer data from the customer to service providers and vicarious agents who are employed by the Supplier in implementing the business relationship. This includes transferring any data that is needed for delivery to the logistics service providers involved, to the manufacturer or Supplier's suppliers of the goods or to providers of technical services to the extent that they are in charge of carrying out the delivery to the customer. In addition, the Supplier will transfer data (name, address, payment data) to the credit agencies CRIF Bürgel GmbH, Radtkoferstraße 2, D-81373 Munich, and Verband der Vereine Creditreform e.V., Hellersbergstraße 12, D-41460 Neuss, for the performance of credit checks. The credit agencies will provide the Supplier with information about the customer's payment history and information concerning creditworthiness based on mathematical-statistical procedures involving the address data, among other things. The collection, storage and transfer hence take place for the purposes of carrying out a credit check with a view to preventing a default of payment and on the basis of point (b) of Article 6(1) GDPR and point (f) of Article 6(1) GDPR. The Supplier will further transfer personal data to providers of credit insurance, debt collection, and marketing services.

6. The Supplier will store the personal data for as long as this is necessary for the business relationship, in particular, the initiation and implementation of contracts, and for compliance with legal obligations. Such legal obligations particularly include retention duties under the German Commercial Code (HGB) and the German General Tax Code (AO). The retention periods stipulated therein are six to ten years. The duration of storage is further influenced by the statutory limitation periods. According to Sections 195 et seq. German Civil Code (BGB), the regular limitation period is three years; in certain cases, however, the limitation period may be as long as thirty years.

7. The Supplier may transfer personal data to recipients located outside the EEA in so-called third countries. In this case, the Supplier shall ensure, prior to the transfer, that the recipient either has an adequate level of data protection (e.g. on the basis of an adequacy decision of the EU Commission for the respective third country or through the agreement of so-called EU standard contractual clauses of the European Union with the recipient) or that the Supplier has the consent to such transfer.

8. Each data subject has the right to obtain from the Supplier access according to Article 15 GDPR, rectification according to Article 16 GDPR, erasure according to Article 17 GDPR and restriction of processing according to Article 18 GDPR, the right to object according to Article 21 GDPR and a right to data portability according to Article 20 GDPR. The right of access and the right to erasure are subject to the restrictions stipulated in Sections 34, 35 German Federal Data Protection Act (BDSG). The data subject may assert the aforementioned rights in writing with the Company Data Protection Officer of the Supplier, whose contact details are listed in Clause XIII.2. Furthermore, under Article 77 GDPR in conjunction with Section 19 German Federal Data Protection Act (BDSG), each data subject has the right to lodge a complaint with a competent data protection supervisory authority. The data protection supervisory authority responsible for the supplier is: Der Landesbeauftragte für den Datenschutz und die Informationsfreiheit Baden-Württemberg, Königstrasse 10 a, 70173 Stuttgart, E-Mail: poststelle@lfdi.bwl.de. Consent, once given, may be revoked at any time and without giving reason by notice to the Supplier. The revocation does not affect the legality of the processing carried out until the revocation.

9. According to Article 21(1) GDPR, a data subject has the right to object, on grounds relating to his or her particular situation, at any time to processing of data carried out based on point (f) of Article 6(1) GDPR (data processing based on the balancing of interests). If the data subject objects, the Supplier will no longer process his or her personal data, unless the Supplier demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or unless the processing serves the purpose of establishing, exercising or defending legal claims.

10. A data subject may object to his or her data being used for direct marketing purposes at any time with effect for the future; this also applies to profiling to the extent that it is related to such

direct marketing. In the event of an objection, the Supplier will no longer process the personal data concerned for direct marketing purposes.

11. Objections according to Clauses XIII.9 and XIII.10 above do not need to be made in any particular form and should be addressed to HAHN+KOLB Werkzeuge GmbH, Datenschutzbeauftragter, Schlieffenstraße 40, D-71636 Ludwigsburg, phone: +49 (0) 7141 498-40, fax: +49 (0) 7141 498-4999, email: datenschutz@hahn-kolb.de.

XIV. Applicable law, place of fulfilment, place of jurisdiction

1. The contractual relations shall be governed exclusively by the laws of the Federal Republic of Germany, without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2. The place of fulfilment for all rights and obligations arising out of the contractual relationship shall be the Supplier's seat.

3. The place of jurisdiction for all disputes arising out of the contractual relationship shall be the Supplier's seat. The Supplier may also choose to sue the customer at the customer's seat or at any other permissible place of jurisdiction.

4. In international business transactions, if legal disputes arise out of or in connection with the present contract and its performance, the contracting parties may choose whether to turn to the ordinary courts of law or whether to turn to an arbitral tribunal. When turning to the ordinary courts of law, Clause XIV.3. above shall apply. If a contracting party chooses to turn to an arbitral tribunal, the dispute shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The place of arbitration shall be Stuttgart, Germany. The arbitral tribunal shall consist of three arbitrators. The language of the arbitration shall be German unless the contracting parties agree on another language for the arbitration.

5. Should any provision of these general terms of sale, delivery and payment or any provision of any other agreement be invalid, this shall not affect the validity of all other provisions and agreements. These terms of sale, delivery and payment shall replace and supersede the terms and conditions hitherto applied.