General Terms of Delivery

of Erich Lacher Präzisionsteile GmbH & Co. KG, 75181 Pforzheim, Im Altgefäll 22 **Version V1.5, 31 March 2022**

1. Validity

1.1. These General Terms and Conditions (hereinafter referred to as "GTC") shall apply
- only to entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law or special funds under public law within the meaning of § 310 para. 1 BGB and shall apply to all our offers, deliveries and services to customers;
- irrespective of whether they are based on a purchase contract, contract for work and services or an atypical contractual relationship, whether we deliver goods, provide advice or other contractual services, or whether there is a pre-contractual legal relationship;
- also in the event that we do not expressly mention our General Terms and Conditions at the time of conclusion of the contract;
- also in the event that we deliver or provide services without reservation in the knowledge of deviating terms and conditions of the customer, or do not attach or include our GTC in future transactions with a customer in the individual case.

1.2. In these GTC, our prospective customers, orderers, buyers, clients and contractual partners are uniformly referred to as "Customer".

1.3. Only individual agreements made in writing with the customer shall take precedence over these GTC. Terms and conditions of our customer which deviate from, contradict or add to these GTC shall therefore not become part of the contract unless we have expressly agreed to the validity of the customer's GTC in writing.

1.4. Any rights to which we are entitled by law or contract beyond these General Terms and Conditions remain unaffected.

1.5. These General Terms and Conditions shall come into force with effect from 1 May 2022, shall replace our previously valid General Terms and Conditions and shall be available for viewing and downloading at any time from our homepage at https://www.lacher-praezision/en/gtc.

2. Offer and conclusion of contract

2.1. Our offers are subject to change and non-binding, provided that we have expressly designated them as binding in individual cases.

2.2. Our offers are subject to our correct and timely delivery by our suppliers of all materials and products required for the execution of the contract. This shall only apply in the event that we are not responsible for the non-delivery, which is to be assumed in the event of an appropriate and timely conclusion of a congruent hedging transaction with our supplier.

2.3. Even if our customer's orders are not expressly marked as binding, they shall be deemed to be a binding declaration vis-à-vis us which we may accept within 14 days of receipt.

2.4. Our written order confirmation and our “Offer Notes”, which are made available to the customer with the order confirmation at the latest, shall be decisive for the conclusion of the contract and the scope of services.

2.5. If the customer has objections to the content of the order confirmation or the offer notes, he must object without delay; otherwise the contract shall be concluded in accordance with the order confirmation and the offer notes.

2.6. We reserve the right to make the following changes to the contractual products after conclusion of the contract, provided that these are reasonable for the customer and the purpose of use is not impaired as a result:
- Product changes within the scope of ongoing technical product development as well as product improvements;
- Minor, insignificant deviations in color, shape, design, dimensions, weight or quantity,
- Deviations that are customary in the trade or unavoidable according to the state of the art.

2.7. If the order is executed immediately, the invoice for the goods or the delivery note shall be deemed to be the order confirmation.

3. Documents provided

3.1. We reserve all rights of ownership and industrial property rights to all documents provided by us to the customer in connection with the business relationship, such as calculations, drawings, etc. The customer may neither make these documents accessible to third parties nor use them outside the business relationship with us without our written consent. This shall also apply if the documents are not subject to industrial property rights.

3.2. If we are entitled to subcontract orders or contracts of a customer in whole or in part to third parties, we may make the customer's related order documents available to our subcontractors or sub-subcontractors.

4. Prices and payments

4.1. Unless otherwise agreed at least in writing, only the prices stated in our order confirmation shall apply.

4.2. The prices stated in our order confirmation do not include - unless otherwise agreed individually - the costs for
- packaging, postage, freight, insurance, customs and public charges, but shall apply "ex works";
- the statutory sales tax, which we shall additionally show on the invoice at the statutory rate applicable on the day of invoicing.

4.3. The deduction of a discount from the invoice amount shall only be permitted on the basis of a previous agreement, at least in writing.

4.4. We shall be entitled to demand reasonable advance payments.

4.5. Unless otherwise agreed, at least in writing, our invoices shall be due for payment in full 14 days after receipt of the invoice. Payment shall only be deemed to have been made when we can freely dispose of the entire payment amount.

4.6. If the contractual products are not to be delivered until at least three months after the conclusion of the contract and if, between the conclusion of the contract and the delivery of the ordered products, cost increases occur for which we are not responsible, in particular due to changes in market price, material and raw material prices which were unforeseeable at the time of the conclusion of the contract and which result in the fact that we can only procure the goods or raw materials for the performance of the contract on poorer financial terms, we shall be entitled to adjust the prices agreed with the customer within the scope of the changed circumstances and without charging an additional profit. This shall apply accordingly if, due to exchange rate fluctuations, we are only able to procure contractual products or preliminary products from our supplier on poorer financial terms than were foreseeable at the time the contract was concluded with the customer. If, as a result of this, the purchase price agreed with the customer increases by more than 10%, the customer shall be obliged to collaborate with us to find a solution which satisfies the interests of both parties. If such an agreement is not reached within 1 month after receipt of the request to start negotiations by one party, we and the customer shall be equally entitled to withdraw from the concluded contract.

4.7. We shall be entitled to perform or render outstanding deliveries or services to the customer only against advance payment or provision of security if, after conclusion of the contract, we become aware of circumstances which are likely to substantially reduce the customer's creditworthiness and as a result of which payment of the customer's outstanding claims by the customer under the respective contractual relationship is jeopardized. This shall apply accordingly if the customer refuses to pay outstanding claims against us without there being any undisputed or legally established objections against our claims.

4.8. If our customer does not accept the purchased goods even within the grace period set for this purpose (default in acceptance), we shall be entitled to a lump-sum charge for storage costs as of the expiry of the grace period. This shall amount to 1% of the purchase price per week or part thereof without any special proof and shall be limited to 5% of the purchase price. The customer, as well as we, are at liberty to prove that no, lower or higher storage costs were incurred in connection with the non-acceptance of goods. Other claims shall remain unaffected.

4.9. The customer may only offset our payment claim against undisputed or legally established counterclaims.
4.10. The customer shall not be permitted to assert a right of retention or the plea of non-performance of the contract with regard to its payment obligation unless his rights are derived from the same contractual relationship and we are responsible for a breach of duty within the meaning of § 276 BGB.
4.11. In the event of culpable substantial default of payment by the customer, all monetary claims we have against the customer arising from the same legal relationship within the meaning of § 273 BGB shall become due for payment immediately.

5. Delivery, delivery period, delay in delivery, force majeure

5.1. Delivery periods and dates shall only be binding on us if we have at least described them as binding or confirmed them in writing. An agreed delivery period shall be deemed to have been complied with if the goods have left our works by the end of the period or if we have notified the customer that the goods are ready for dispatch and the goods have not left our works only as a result of a refusal of acceptance announced by the customer. Bindingly agreed deadlines shall only be fixed deadlines if we have expressly confirmed this to the customer at least in writing.
5.2. The defense of non-performance of the contract shall remain reserved. The customer waives the right to give notice of non-performance.
5.3. The delivery period shall commence upon receipt of the order confirmation by the customer, but not before the customer has provided the documents and information on technical details, the availability of any required official approvals, the release and any agreed down payments. If the customer wishes to make changes, the delivery time shall be extended accordingly.
5.4. We shall be entitled to make partial deliveries as long as the remaining parts are delivered within the agreed delivery time and this is not unreasonable for the customer.
5.5. In the case of customer-specific products, we reserve the right to make under- or over-deliveries of up to 10% of the delivery quantity, provided this is not unreasonable for the customer.
5.6. Impediments to performance which are not attributable to the sphere of risk of one of the contracting parties, in particular serious events such as force majeure, unrest, war or terrorist conflicts, official orders, plant closures due to a pandemic or industrial disputes, which entail unforeseeable consequences for the performance of services, shall release the contracting parties from their obligations to perform for the duration of the disruption and to the extent of its effect, even if they should be in default. This does not involve an automatic termination of the contract. Each contracting party shall be obliged to notify the other without delay of the (also probable) occurrence of such an impediment and to adjust the mutual obligations to the changed circumstances in good faith, in particular to extend delivery or performance deadlines by the period of the impediment plus a reasonable restart period, or to postpone delivery dates accordingly. In this case, claims for damages shall be excluded.
5.7. Notwithstanding the foregoing provisions, we shall otherwise be liable in accordance with the statutory provisions both for damages due to delay in performance and for damages in lieu of performance, but with the following limitation: Except in the case of intent, our liability for damages shall be limited to the foreseeable damage typical for the contract. This limitation of liability shall not apply if a fixed commercial transaction has been agreed or if the customer can claim that his interest in the performance of the contract has ceased to exist due to a delay for which we are responsible.

6. Passing of risk, shipment and insurance

6.1. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest when the goods are handed over to the customer, in the case of agreed shipment already when the goods are handed over to the forwarding agent, carrier or other persons designated to carry out the shipment. This shall also apply if partial deliveries are made or a shipment free of freight charges or costs for the customer has been agreed.
6.2. If we do not have at least written customer specifications, we shall select the carrier and transport route at our discretion. If we choose the shipping method, the shipping route and/or the shipping person, we shall only be liable for intent or gross negligence in the relevant selection.
6.3. In the event of default in acceptance, collection or call-off by the customer or delay in our deliveries or services for reasons for which the customer is responsible, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the point in time at which the customer is in default or at which the deliveries or services could have been made or rendered in accordance with the contract if the customer had acted dutifully.
6.4. We shall only insure the goods against the risks specified by the customer by taking out transport insurance if this is requested at least in writing and at the customer's expense.

7. Delay in acceptance, pick-up or call-off

If the customer is in default with the acceptance at the place of performance, the collection or the call-off of the deliveries or services - also in case of possible partial deliveries or partial services - or if the deliveries or services are delayed in any other way for reasons for which the customer is responsible, we shall be entitled - without prejudice to our legal rights -

- to demand immediate payment for the deliveries or services affected by the delay and, in addition, to store delivery items for the account and at the risk of the customer;
- after expiry of a reasonable period of grace granted to the customer with reference to the legal consequence, to dispose of the delivery affected by the delay and to supply the customer within a reasonably extended period of time;
- to withdraw from the contract and/or to claim damages. In the latter case, we shall be entitled to 20% of the gross order amount without proof as compensation, unless it can be proven that only a significantly lower loss has been incurred. We reserve the right to claim higher damages actually incurred by us.

8. Retention of title

8.1. The delivered goods shall remain our property until full payment of all monetary claims to which we are entitled from the business relationship with the customer.
8.2. The customer shall be obliged to treat the goods subject to our retention of title with care and to maintain them for the duration of the retention of title; in particular, he shall be obliged to insure the goods at his own expense sufficiently at replacement value against property damage by fire, water and loss, against natural hazards and extended coverage damage. In the event of damage or loss of goods subject to retention of title, as well as a change of domicile, the customer must notify us immediately, at least in writing. The customer already now assigns to us his claim for compensation from this insurance, as well as a claim for compensation against a third party liable for compensation. We hereby accept the assignment. If an assignment should not be permissible, the customer shall irrevocably instruct his insurer or the third party liable for compensation to make any payments only to us. At our request, the customer shall provide us with evidence of the conclusion of the insurance policy. Insofar as we are entitled to further claims, these shall remain unaffected.
8.3. At the customer's request, we shall be obliged to release securities to which we are entitled to the extent that the realizable value of such securities, taking into account customary bank valuation discounts, exceeds our claims arising from the business relationship with the customer by more than 20% in total. The determination of the securities to be released shall be incumbent upon us. The valuation shall be based on the invoice value of the goods subject to retention of title and on the nominal value of receivables. If the goods subject to retention of title have been processed, transformed or combined by the customer, the cost price shall be decisive.

8.4. The customer shall not be entitled to pledge the goods subject to our retention of title, to assign them as security or to make any other dispositions endangering our ownership. In the event of seizure or other interventions by third parties, the customer must notify us immediately, at least in writing, and provide all necessary information, as well as inform the third party of our ownership rights and cooperate in all measures initiated by us to protect the goods subject to retention of title and our existing rights. The customer shall bear all costs for which he is responsible and which we have to incur in order to cancel the seizure and to recover the goods, insofar as they cannot be recovered from the third party.

8.5. The customer shall be permitted to sell the goods subject to retention of title in the ordinary course of business. In this case, the customer already now assigns to us his claims from the resale of the goods with all ancillary rights and the value added tax. We hereby accept the assignment. If an assignment should not be permissible, the customer shall irrevocably instruct the third-party debtor to make any payments only to us. The customer is revocably authorized to collect claims assigned to us in trust on our behalf. Collected amounts of money are to be transferred to us immediately. We shall be entitled to revoke the customer's authorization to collect and its authorization to resell if the customer fails to properly meet its payment obligations to us, defaults on payment, ceases to make payments or if insolvency proceedings are instituted against the customer's assets or comparable proceedings are applied for, e.g. protective shield proceedings, self-administration pursuant to the German Insolvency Code or proceedings pursuant to the German Act on the Avoidance of Unfair Competition (StaRUG) or pursuant to corresponding foreign regulations. The resale of the claim shall require our prior consent. Upon notification of the assignment to the third-party debtor, the customer's right to collect shall expire. In the event of revocation of the right to collect, we may demand that the customer inform us of the assigned claims and the debtor, provide all information required for collection, hand over to us the relevant documents and notify the debtor of the assignment.

8.6. Any processing or transformation of the reserved goods by the customer shall always be carried out on our behalf. If the goods subject to retention of title are further processed with other items not belonging to us, we shall acquire co-ownership of the new item created in this respect in the ratio of the final amount invoiced by us for the goods subject to retention of title, including value added tax, to the final invoice amounts of the other processed items. In the event of resale of our goods subject to retention of title after processing or transformation, the customer shall assign to us as security its claims to remuneration in the amount of the final invoice amount (including value-added tax) of our claims. If we have acquired only co-ownership as a result of the processing or transformation or the mixing or combining of the reserved goods with other items not belonging to us, the customer's claim to remuneration shall be assigned to us in advance only in the ratio of the final amount invoiced by us for the reserved goods including value-added tax to the final invoice amounts of the other items not belonging to us.

8.7. If the goods subject to retention of title are inseparably mixed or combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the final amount invoiced by us for the goods subject to retention of title, including value added tax, to the final invoice amounts of the other mixed or combined items. If the mixing or combining is done in such a way that the customer's item is to be regarded as the main item, the customer shall transfer co-ownership to us on a pro rata basis. The customer shall hold our sole ownership or co-ownership in safe custody for us.

8.8. In the event of a breach of contract by the customer, in particular in the event of default in payment, we shall be entitled - subject to statutory provisions under insolvency law - to revoke the authority granted to resell the goods and to take back the goods subject to retention of title, as well as to demand the assignment of the customer's claims for surrender against third parties; the customer shall be obliged to surrender the goods and shall grant us or a third party commissioned by us immediate access to the goods subject to our retention of title. The customer may not assert a right of retention against our claim for return. Subject to the observance of mandatory regulations under insolvency law, we shall be entitled to make appropriate other use of goods subject to retention of title taken back by us after prior warning and after setting a deadline; the proceeds of such use shall be set off against the customer's liabilities after deduction of reasonable costs of such use.

8.9. If our goods subject to retention of title are brought into the area of application of foreign law under which the retention of title or the assignment are not effective, the security corresponding to the retention of title and the assignment shall be deemed to have been agreed in this area of application. If the customer's cooperation is required for the creation of such rights, he shall be obliged, at our request, to make the declarations required for the creation and maintenance of our rights within the scope of what is reasonable for him and to support us in obtaining them.

9. <u>Claims for defects, limitation of use, liability</u>

We shall only be liable for material defects within the meaning of § 434 BGB as follows:

9.1. The basis for our liability for defects is primarily the agreed quality of the goods. Any other description of our goods, public statements, quotations and advertising shall not constitute a guarantee of quality owed under the contract. The information relevant to the content and scope of our obligation to perform in accordance with sections 2.1 to 2.4 above shall only be the subject of a guarantee within the meaning of section 443 of the German Civil Code (BGB) if we have given a guarantee commitment expressly designated as such. Insofar as our employees make verbal subsidiary agreements or give assurances which go beyond the purchase contract, additional confirmation in writing shall always be required in order to be effective. Verbal declarations by persons authorized to represent us shall remain unaffected by the above provision.

9.2. Our goods are intended exclusively for the purpose expressly approved by us in the relevant product specification. As a matter of principle, this shall not include use in life-sustaining or supporting medical equipment, in military systems, in nuclear facilities, in facilities pursuant to Annex 2 of the Environmental Liability Act and in facilities to which comparable foreign provisions apply, and in aerospace technology, unless the use of the goods for such reserved purposes has been expressly approved by us in individual cases, at least in writing. If the customer uses the goods for such non-approved purposes without our express approval, the customer shall bear all risks arising from such use. We shall not assume any liability for damage resulting from use for such purposes without our prior express release, unless such liability exists due to mandatory, non-derogable statutory provisions. In this case, the customer shall be obliged to indemnify us against all claims of third parties, unless the underlying damage is not connected with the non-approved use of our goods.

9.3. No warranty is given for defects which are due to natural wear and tear or external influences not foreseeable by us.

9.4. Warranty claims of any kind shall be forfeited if the customer
- repairs, modifies or processes the goods purchased from us without our consent, and/or
- does not handle, operate or use the goods in accordance with the conditions of use and technical guidelines specified by us or if there is any other improper handling, use or operation, and/or
- in the event of circumstances indicating the existence of the causes described above, does not provide evidence upon our request that the defects have not been caused either in whole or in part by the aforementioned effects or circumstances.

9.5. The customer shall inspect the goods received from us for quantity and quality immediately after acceptance. If the goods delivered by us are intended for installation in or assembly on other objects, the customer must first check the properties of the goods that are relevant for the intended use after installation, insofar as such an inspection prior to installation or assembly is reasonable for him in view of the nature and condition of the goods.

9.6. The customer shall immediately notify us of any obvious defects at least in writing. If, due to the relevant circumstances, a (hidden) defect can only be detected at a later date, the customer must notify us of this at least in writing immediately after discovery. The customer shall describe the defects in detail in the notification. If the customer fails to notify us of the defect in good time, the goods shall be deemed to have been approved. The same shall apply to excess or insufficient deliveries as well as to incorrect deliveries.

9.7. If the customer fails to properly inspect the goods and/or notify us of defects, our liability for the defect shall be excluded. If the customer therefore fails to give notice of defects or fails to do so in due time, or if the goods were not inspected by the customer prior to installation or assembly with regard to properties which could reasonably have been inspected prior to installation or assembly, and if defects or deviations ascertained in the process were therefore not reported or not reported in due time, the goods shall be deemed to have been approved to that extent. In this case, the customer shall not be entitled to any defect rights against us with regard to such defects. § 377 of the German Commercial Code (HGB) shall remain unaffected.

9.8. If the customer has detected defects in our goods or has even alleged such defects, the customer shall be obliged to make the goods subject to complaint available to us for inspection of the complaint and to grant us a reasonable period of time for the inspection. Until the inspection has been completed, the customer may not otherwise dispose of the rejected goods, as this may constitute a waiver of subsequent performance.

9.9. If the goods delivered by us were defective at the time of the passing of risk, we shall be entitled, at our own discretion and within a reasonable period of time, to remedy the defect or to deliver goods free of defects. We shall also be entitled to have repairs carried out by third parties. Replaced parts shall become our property. For replacement deliveries and repair work, the customer shall have no further rights than for the original contractual products. This shall apply without prejudice to any justified claims for damages. Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.

9.10. If the customer has installed the defective goods delivered by us in another item or attached them to another item in accordance with the intended and approved purpose, he may only demand reimbursement of expenses from us in accordance with § 439 para. 3 BGB (German Civil Code) for the removal of the defective goods and the subsequent installation or attachment of improved or delivered defect-free goods ("Removal and installation costs") to the following extent:

9.11. Within the meaning of § 439 para. 3 of the German Civil Code (BGB), only such removal and installation costs shall be "necessary" which have been incurred as a result of the reinstallation or the attachment of a product identical to the removed defective product and on the basis of customary market conditions and which have been proven at least in writing. Any right of the customer to advance payment for removal and installation costs is excluded. Subject to our consent, the customer shall not be permitted to unilaterally offset claims for reimbursement of expenses for removal and installation costs against our purchase price claims or other payment claims. Any claims of the customer exceeding the necessary removal and installation costs, in particular costs for consequential damage caused by defects, such as loss of profit including imputed profit surcharges, operating loss costs or additional costs for replacement purchases, shall not be considered removal and installation costs and shall therefore not be eligible for compensation within the scope of subsequent performance pursuant to § 439 para. 3 BGB.

9.12. If the costs of subsequent performance including the expenses claimed by the customer within the meaning of § 439 para. 4 BGB are disproportionate, in particular in relation to the purchase price of the goods in a defect-free condition and taking into account the significance of the lack of conformity with the contract, we shall be entitled to refuse subsequent performance and reimbursement of these expenses.

9.13. Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor and material costs, shall be excluded to the extent that these expenses are increased because the goods were subsequently transported to a place other than the customer's place of business or than was originally contractually agreed, unless the transport corresponds to the intended use of the goods.

9.14. If the customer recognizes or is grossly negligent in not recognizing that there is no defect within the meaning of § 434 BGB and the cause of the complaint lies in his own area of responsibility, we are entitled in the case of an unjustified complaint to claim for the expenses incurred by us as a result of the unjustified complaint.

9.15. Claims for material defects shall become statute-barred 12 months after delivery. This period shall not apply insofar as longer periods are prescribed by law pursuant to § 438 para. 1 No. 2 (Buildings and items used for a building), § 438 para. 3 (Fraudulent concealment), § 445 b para. 1 (Right of recourse) in the case of consumer status of the ultimate buyer and § 634a para. 1 No. 2 (Construction defects) BGB.

9.16. Claims under a right of recourse in accordance with §§ 445 a, 478 of the German Civil Code (BGB) shall only exist if the customer's claim as the seller was justified and only to the extent permitted by law, but not for goodwill measures on the part of the customer not previously approved by us at least in writing. The observance of the recourse beneficiary's own obligations, in particular the observance of the obligations to give notice of defects, is a prerequisite for our obligation to satisfy recourse claims directed against us.

9.17. As a matter of principle, we shall not issue a statement on a claim for defects asserted by the customer as an acknowledgment and shall not thereby enter into negotiations on the claim or the circumstances giving rise to the claim.

9.18. The place of performance for subsequent performance and rectification shall be the registered office of our company.

9.19. We shall be liable for damages or compensation for futile expenses for material defects exclusively in accordance with the following section 10 (Limitation of liability).

10. <u>Limitation of liability</u>

10.1. If we are guilty of intent or gross negligence and the customer therefore claims damages against us, we shall be liable in accordance with the statutory provisions. This shall also apply in the event of intent or gross negligence on the part of our representatives or vicarious agents.

10.2. In the event of culpable breaches of essential contractual obligations in accordance with the statutory provisions, we shall also be liable. Essential contractual obligations are those whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer may regularly rely. Insofar as we are not guilty of intent or gross negligence, our liability for damages shall be limited to the foreseeable damage typically occurring in contracts of this type. This does not imply a change in the burden of proof to the disadvantage of the customer. Our liability for culpable injury to life, limb or health as well as under the Product Liability Act and other non-mandatory statutory liability standards shall remain unaffected.

10.3. In the event of our liability due to simple negligence, our obligation to pay compensation for property damage and financial loss shall be limited to an amount of EUR 500,000.00 per case of damage.

10.4. The above exclusions and limitations of liability shall apply to the same extent in favor of our executive bodies, legal representatives, employees and other vicarious agents.

10.5. Any further claims for damages, irrespective of their legal basis, shall be excluded.

10.6. This shall also apply insofar as the customer demands reimbursement of futile expenses instead of a claim for damages in lieu of performance.

10.7. The statutory limitation provisions shall apply to liability for gross negligence and to claims for damages based on injury to life, limb or health.

10.8. We shall provide free technical information on the design of our products only as a matter of courtesy, without any intention to be legally bound and to the exclusion of any liability. The necessary interpretations depend on a variety of influencing factors, which we cannot comprehensively find out within the scope of such information. Therefore, such information is always non-binding and should only be understood as a guideline. In our experience, the numerical values determined apply as a rule, but we cannot rule out the possibility that deviations may be necessary in individual cases due to specific application factors. The values given therefore do not represent any advice accompanying the product and/or a guarantee of quality. In this respect, the customer shall not be released from its own obligation to carry out an object-related examination and determination of the specific technical standards and values to be complied with.

10.9. In all other respects, the limitation periods pursuant to section 9.17 shall apply to claims for defects.

11. Rescission

Except in the case of a defect and subject to a special agreement, the customer shall only be entitled to withdraw from the contract due to a breach of duty by us if we are responsible for this breach of duty.

12. Data protection

We store and process personal data (name, address, e-mail, telephone) of the customer and of natural persons acting on behalf of the customer to the extent necessary to process the contractual relationship. The data will be stored for the duration of the business relationship and beyond that as long as legal retention periods exist, legal claims from the contractual relationship exist or can be asserted, or other factual or legal reasons justify further storage. The customer and the natural persons acting on his side are entitled to all legal remedies in connection with the data processing in accordance with the statutory provisions, in particular the right to information about the data concerning him, correction, deletion or restriction of processing or objection to processing, to data portability and to lodge a complaint with a supervisory authority. Please refer to our data protection declaration, which is available for inspection on our homepage:
https://www.lacher-praezision.de/de/datenschutz

13. Place of performance, place of jurisdiction, applicable law

13.1. The place of performance for delivery and payment for both contractual partners shall be exclusively our registered office in D-75181 Pforzheim, Germany.

13.2. The place of jurisdiction for all obligations arising from the contractual relationship shall be the registered office of our company or, at our option, the registered office of the customer. The aforementioned agreement on the place of jurisdiction shall also apply to customers with their registered office abroad.

13.3. All rights and obligations arising from the contractual relationship between us and the customer shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the UN Sales Convention (CISG: United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980).

13.4. In the case of intra-community purchases, customers from EC member states shall be obliged to compensate us for any damage incurred by us
- due to tax offences committed by the customer himself or
- due to incorrect information or failure to provide information by the customer regarding his circumstances relevant for taxation.

13.5. The delivered goods are intended to remain in the country of delivery agreed with the customer. Goods subject to embargo regulations may not be exported by the customer from the country of delivery. The delivered goods are subject in particular to German, European and American export controls and embargo regulations. It is the customer's responsibility to inform himself about corresponding export and/or import regulations or restrictions and, if necessary, to obtain the corresponding permits. The customer shall impose the above obligations on its own customers.

13.6. Should any provision of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, or should there be any gaps therein, the validity of the remaining provisions shall not be affected thereby. In place of the invalid or unenforceable provision, the valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision shall apply. In the event of a loophole, the provision that corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions shall be deemed to have been agreed, provided that the contracting parties had considered the matter from the outset.