

## **General terms and Conditions of Fidlock GmbH for use among merchants (B2B)**

General terms and conditions for purchase and supply contracts of Fidlock GmbH for use among merchants (B2B) about closure and coupling systems (components). In the case of complete products (end-user products), which remain unchanged for end customers (consumers), separate General Terms and Conditions apply.

### **1. General**

1.1 The following general terms and conditions apply for all contracts, particularly for contracts for the sale and supply of goods, samples and test or production tools (hereinafter referred to as "goods") as well as services developments.

1.2 With the placing of an order, the Ordering Party agrees to these general terms and conditions. All deliveries and services are subject to these general terms and conditions, unless expressly agreed in text form.

1.3 Those general terms and conditions apply to all future transactions without having to be incorporated again.

1.4 Fidlock GmbH (hereinafter referred to as "Fidlock") is entitled at any time to modify or supplement the general terms and conditions, price lists and performance descriptions. Changes will be communicated to the Ordering Party by mail or by e-mail. If the client does not object to any such amendments in text form within six weeks of receiving the amendment notification, the amendments shall be deemed to be approved and shall also be effective for existing contractual relationships.

1.5 The Ordering Party's general terms and conditions are only binding when they are agreed in writing. References of the Ordering Party to its general terms and conditions are hereby expressly excluded. Oral promises and agreements are only binding upon their written confirmation. Any amendments or deviations to the provisions of these general terms and conditions require text form.

1.6 When Incoterms are used the version of 2010 applies.

1.7 The Ordering Party may assign claims from the contract only with the prior written consent of Fidlock.

### **2. Contract Formation**

2.1 The offers of Fidlock are to be understood as revocable invitations to enter into a contract. A contract arises only when Fidlock accepts the offer of the Ordering Party by way of a confirmation in text form or execution of the order or performs fulfillments.

2.2 Fidlock is only bound to offers made at least in text form. Unless a different period is stated in the offer, an offer of Fidlock is valid for 14 days after its date of issue.

2.3 In offers and order confirmations, stated dates are only valid in connection with the detailed and agreed obligations of the Ordering Party, including but not limited to the timely and complete release of patterns and/or specification sheets or samples for serial production as well as the receipt of pre-payments agreed upon in advance. The obligation to cooperate also applies to the services of third parties, which the client uses to fulfill its obligations. Delays or changes in product requirements or contractual terms for which the Ordering Party is responsible, shall cancel the dates previously stated.

2.4 Fidlock is entitled to rescind the contract without compensating the Ordering Party if the perfor-

mance of the contract by Fidlock is made impossible by force majeure. Other legal grounds for withdrawal remain unaffected.

2.5 A right of rescission of the Ordering Party on account of deterioration of assets of Fidlock after the conclusion of the contract is excluded.

2.6 Fidlock shall be entitled to withdraw from the contract without being liable for damages if there is a negative credit rating or a significant deterioration in the economic circumstances of the Ordering Party occurs, in particular if the Ordering Party is seized or other enforcement measures are made or if insolvency proceedings are opened.

### **3. Product Specifications, Quality and Samples**

3.1 The scope of specific duties owed or provided by Fidlock is stated in the order confirmation and these general terms and conditions.

3.2 Agreed product specifications are exclusively in a specification sheet to be approved by both contract parties, which becomes an integral part of the sales contract. Information in catalogues, on websites or promotional materials are for general information and advertising purposes only, and no representation of specific properties. The Ordering Party may waive a specification requirement. In this case, product characteristics as described in the order confirmation are considered to be a complete description of the stipulated product characteristics.

3.3 Only the product configuration delivered and documented by Fidlock shall define the agreed product properties. These specifications include no assessments of suitability for a specific application, except Fidlock has confirmed this expressly in writing. It is incumbent upon the Ordering Party, through inspections and tests to ascertain that any of his products made by using goods supplied by Fidlock is suitable for its specific application. This also applies where possibly due to the product designation or general usage in the market a possible suitability is assumed.

3.4 Fidlock reserves the right to make changes to the goods due to compelling legal reasons, changes to national or international standards or upon technical grounds. In these cases, Fidlock shall inform the Ordering Party and grant him a temporary right of withdrawal.

3.5 The Ordering Party guarantees that the products made by and distributed by him using Fidlock supplied goods all comply with the prescribed legal requirements and that the Ordering Party holds Fidlock free from any third party liability claims to the extent that is legally permissible.

3.6 The Products from Fidlock contain magnets. It is incumbent upon the Ordering Party to ensure that the prescribed information and clarification under the applicable regulations is communicated to the end users or downstream users.

3.7 The surface finish, particularly flow marks, streaks and burrs, are delivered "as sampled". Technically unavoidable deviations are not considered as an objectionable defect or deficiency.

### **4. Prices**

4.1 The existing conditions and price lists of Fidlock as of the time of the order are controlling. Earlier prices lose their validity with the introduction of a new pricelist. The introduction of a new pricelist leaves contracts already concluded unaffected.

4.2 Sales prices are only firm when the order is confirmed by Fidlock at least in text form. Unless otherwise agreed in text form, the prices applicable are FCA (incoterm) Fidlock warehouse in Hong Kong, excluding packaging and plus VAT in the applicable rate.

4.3 If the costs increase more than 10% after the conclusion of the contract due to factors not under Fidlock influence, for example, costs of raw materials, Fidlock can increase the prices to those in effect on the date of delivery in the case of deliveries that are scheduled to be made more than four months after the conclusion of the contract. The same applies for exchange rate changes between the Euro, US Dollar and the Chinese Renminbi.

4.4 The deduction of cash discount is only permitted with a prior agreement in text form.

4.5 Offer prices are based on the technical and legal framework provided to Fidlock by the Ordering Party, without taking into account any further legal or technical standards, so far as Fidlock would not have necessarily needed to know. Independently of the period of validity of an offer, Fidlock reserves the right to price adjustments in accordance with enlargement of the scope of work or taking into account additional or changed standards.

4.6 Fidlock reserves the right to charge an additional processing fee of up to EUR 200,00 for shipments with a value of less than EUR 2.000,00.

4.7 Discounts or rebates of any kind may, where no written agreement over its term or time limit has been fixed, be modified or canceled by unilateral statement in text form within a period of 6 weeks to the end of the quarter.

#### **5. Delivery, Shipping, Transportation Hazard and Transfer of Risk**

5.1 Delivery is made, unless otherwise agreed, by the preparation, release for pickup and notification of the readiness for pickup from the Hong Kong warehouse to the Ordering Party.

5.2 Where the pickup is delayed at the request of the Ordering Party or due to Ordering Party's negligence, the goods shall be stored by Fidlock for a period at Fidlocks discretion and at the expense and risk of the Ordering Party.

5.3 If Fidlock at the request of the Ordering Party sends the sold goods to a place other than the place of performance Hong Kong, the risk of accidental loss and accidental deterioration is transferred to the Ordering Party when Fidlock hands over the goods to the transporter, freight forwarder or other person entrusted with the shipment. This also applies where Fidlock assumes the cost of shipment or ships the goods itself. If the goods are ready to be picked up, the transfer of risk occurs when the Ordering Party is notified that the goods are ready for pick-up. The cost of the shipping requested by the Ordering Party is borne by the Ordering Party.

5.4 The transportation and other packaging material cannot be returned. The Ordering Party is responsible for disposing of the packaging at its own cost.

5.5 Where Fidlock upon the request of the Ordering Party, provides packaging materials or packaging units, which are outside Fidlocks standard packaging, Fidlock is entitled to charge the additional costs for such packaging materials or units.

5.6 Delivery times are only definite in the case of goods sold with fixed delivery when the dates are expressly confirmed as definite by Fidlock.

5.7 The non-observance of delivery dates and periods by Fidlock entitles the Ordering Party to make use of the rights it has only when the Ordering Party has given Fidlock an appropriate notice period, at least 15 workdays, unless this is unnecessary as a matter of law.

5.8 If Fidlock is prevented by unforeseeable circumstances from performing its obligations, which circumstances were not avoidable in spite of reasonable care, the delivery period will be delayed for

the period of the hindrance. This is also the case in the event of labour disputes, disruptions of production, disruptions in production by suppliers (insofar as a replacement order is not reasonable to expect) including freight carriers, disruption caused by public measures and disruptions of transport means.

5.9 Fidlock is entitled to make partial deliveries insofar as this does not inappropriately disadvantage the Ordering Party.

5.10 If the Ordering Party does not take possession of the goods or accept the partial performance or partial deliveries even after the setting of an appropriate notice period, Fidlock is entitled to demand 20% of the order amount as damages. The Ordering Party is free to prove that no damage or a lesser damage has arisen.

5.11 Compliance with a delivery date confirmed by Fidlock requires the timely and orderly fulfilment of all obligations of the Ordering Party. These include in particular, but not limited to, the release of samples and / or specification sheets or samples for serial production and the receipt of prepayment agreed in advance.

5.12 If the Ordering Party is in default of acceptance or culpably violates its obligations to cooperate, Fidlock is entitled to its damages incurred thereby, including any additional expenses. The right to further claims is reserved. Where the above conditions are met, the risk of accidental loss or accidental deterioration of the goods is transferred to the Ordering Party, as soon as it is in default of acceptance or there is a delay in payment.

5.13 Fidlock is liable for any damage caused by its unintentionally or gross negligently induced delay in delivery; for each completed week of delay in the scope of a lump sum of compensation in the amount of 3% of the order value, but not exceeding 15% of the order value.

5.14 Further statutory claims and rights of the Ordering Party regarding delay in delivery remain unaffected.

5.15 Fidlock is entitled to demand a reasonable compensation for non-performance of the delivery contract due to any non-fulfilment for which the Ordering Party is responsible.

## **6. Custom Designed Orders**

6.1 Where the Ordering Party places an order for custom designed goods, 50% of the contract value is due as advance at the start of production and the other 50% of the contract value is payable upon the notification of readiness for collection.

6.2 If and so far as the Ordering Party waives specification sheets for a custom design, then the order for the first serial delivery will be deemed to be the product release.

6.3 In case of delivery of custom designed goods, warranty claims do not exist in case of under or over delivery, so far as the quantity ordered does not deviate by more than 5%.

## **7. Payment**

7.1 For each delivery a bill will be separately issued with the date of shipment. This also applies to partial deliveries. Prepayments will be proportionately spread over the particular partial deliveries.

7.2 The payable amount is due within 10 days from the date of invoice, unless there is a different payment date on the order confirmation. For initial orders, an advance payment of at least 50% of the contract value shall be agreed upon.

7.3 The deduction of cash discount is only permitted with prior agreement in text form.

7.4 Payment by bill of exchange is conditioned on clearance for payment and requires the consent of Fidlock; discount points, fees for cashing bills of exchange and related costs are borne by the Ordering Party unless otherwise agreed.

7.5 The Ordering Party is permitted to temporarily withhold, in the event of a justified notice of complaint for defective goods, only that part of the sales price which corresponds to the part of the delivery that is the subject of the claim.

7.6 In the event of late payment, interest payments due by reason of late payment, rejection of check or bill of exchange or any other significant deterioration of assets of the Ordering Party after conclusion of the contract, Fidlock is entitled to make deliveries only against prepayment, to demand immediate payment of all outstanding billed amounts and to demand against return of accepted bills of exchange payment by cash or security.

7.7 The Ordering Party goes into default when he exceeds the agreed date for payment, even without the requirement of a reminder. In default of payment, Fidlock is entitled to charge a default interest at the rate charged by the German bank for overdrafts, but a minimum rate of 9% above the base rate of the European Central Bank.

7.8 For the second and every further payment reminder Fidlock is entitled to a fee of EUR 5. Costs of collection litigation shall be borne by the Ordering Party.

7.9 Set-off of claims is permitted only for undisputed claims or claims that have been reduced to a final judgment. The Ordering Party shall only be entitled to exercise a right of retention if the counterclaim is based on the same contractual relationship.

7.10 The payment of the purchase price shall be made exclusively by bank transfer to the account designated by Fidlock in the invoice. Any change in account details must be authorised and signed by the management in order to be legally binding.

7.11 Objections to invoices from Fidlock shall be made in writing against Fidlock. The invoices shall be deemed approved by the Ordering Party, if the latter does not object to them within two weeks after receipt. The punctual sending of the objection is sufficient to meet the deadline. Statutory claims of the client in case of objections after the deadline are not affected by this regulation.

## **8. Product Condition, Liability for Deficiencies**

8.1 Only the information contained in the specifications and/or the confirmation of order is relevant in regard to the contractual properties of the goods. The suitability of the goods for the intended purpose of the Ordering Party is not the subject matter of the properties of the goods. The customary and minor technically unavoidable deviations, the deterioration according to the nature of the goods are covered by the contract properties. Deviations from the brochures or in similar representations or in descriptions of properties in submitted offers eg (shape and color), are not considered a defect as far as they arise from the irregularity of the materials used.

8.2 Claims for defects do not exist in the event of deviations from the agreed upon nature or warranted characteristics which arise after the risk transfer due to faulty or negligent treatment, excessive use, unsuitable operating resources or due to external influences which are not presupposed under the contract. If improper repair work or modifications are made by the Ordering Party or third parties, they are also not entitled to assert claims for damages on the consequences resulting there-

of.

8.3 The Ordering Party is obligated to review the specifications provided in the confirmation of order with respect to their adequacy for the purpose for which the goods are intended to be used by the Ordering Party.

8.4 The guaranty and warranty rights of the Ordering Party assume that this examination and notification of objection is duly complied with. The Ordering Party is obliged to check the incoming goods without delay and with due care. The inspection for obvious defects has to take place within 8 days after receipt of goods at the place of fulfillment and destination. Failure to do so will be borne by the Ordering Party.

8.5 Where there is a product released prior to the delivery of the goods or an agreed sample inspection, the notification of defects that the Ordering Party could have established by carefully making the release or initial sample inspection is excluded.

8.6 Obvious deficiencies and short deliveries must be reported by the Ordering Party within 8 days of receipt of the goods at destination. Hidden deficiencies must be reported in text form within 8 days of discovery of the defect by the Ordering Party.

8.7 Any liability for deficiencies in quality or materials is terminated when the goods are transformed or processed in a manner that exceed a use dictated by the state of technology or that indicated by Fidlock.

8.8 If the goods are deficient at the time of the transfer of risk, Fidlock can, at its option as part of the Ordering Party's right to subsequent performance, repair or replace the goods within 10 days after receipt of the returned product.

8.9 Where Fidlock does not comply with these obligations within a reasonable time, the Ordering Party may, in text form, set a final reasonable period of 14 days for Fidlock to fulfill the obligations. Following the unsuccessful expiry of this period, the Ordering Party may choose to reduce the purchase price or to withdraw from the contract.

8.10 Damage compensation to the Ordering Party on account of deficient products are limited to foreseeable and unavoidable damages. The Ordering Party is obligated to minimize any possible damage by prompt inspection of the goods at the earliest possible time.

8.11 Warranty claims of the Ordering Party, if this is a company, expire after 12 months, in other cases according to the statutory regulations. The running of the limitation period is deemed suspended for the duration of the repairs or replacement, starting from the receipt of the returned goods alleged to be defective.

8.12 In the case of unjustified claims made by the Ordering Party, whether for the reason that there is no deficiency or that the deficiency does not involve any warranties of Fidlock, the Ordering Party is required to reimburse the Seller for all costs incurred by the Seller.

8.13 If the Ordering Party resells defective delivered goods to consumers as endusers, he can demand from Fidlock as a reimbursement of expenses an additional fee of 50,00 EUR – though only upon evidence of the defect and the product testing conducted by him. The evidence of higher or lower expenditure in each case remains reserved.

8.14 Fidlock is given the opportunity to ascertain the alleged defect. Rejected goods shall be re-

turned immediately to Fidlock upon request; Fidlock shall cover the transport costs if the complaint is justified. Where the Ordering Party fails to fulfil these obligations or without the consent of Fidlock makes changes to the claimed goods, any warranty claims will be lost.

8.15 Claims of the Ordering Party which are necessary for the purpose of supplementary performance, in particular transportation, labour and material costs are excluded if the expenditure is increased because the Fidlock delivered goods were subsequently taken to a place other than the place of delivery designated by the Ordering Party in the order, unless the transfer is in accordance with its intended use.

8.16 Recourse of the Ordering Party against Fidlock shall exist only insofar as the Ordering Party has not exceeded the mandatory statutory warranty claims with his customer agreements.

## **9. Retention of Title**

9.1 The delivered goods remain property of Fidlock until complete payment of the purchase price and any incidental claims.

9.2 As to Ordering Parties that are merchants, Fidlock retains ownership until complete satisfaction of all claims resulting from the business relationship.

9.3 The retention of title is extinguished in the case of a bill of exchange only when it is cashed by Fidlock as drawee.

9.4 In the case of rescission of contract by Fidlock (in particular on account of late payment by the Ordering Party), Fidlock is entitled to take back the goods subject to a retention of title. To effectuate this right, Fidlock is permitted to enter the business premises of the Ordering Party during ordinary business times. Rescission of contract is deemed to be declared when Fidlock demands the return of the goods subject to the retention of title.

9.5 The Ordering Party may not pledge the goods subject to retention of title or transfer them as collateral. The Ordering Party will inform Fidlock in text form without delay when third parties wish to seize the goods subject to retention of title. In this connection, the Ordering Party is required to hand over to Fidlock all documents necessary for the protection of Fidlock's ownership rights, in particular a copy of the documentary proof of the lien. The Ordering Party is liable to Fidlock for all damages that arise from such a seizure by third parties. In particular for all judicial and out-of-court costs of an enforcement proceeding, insofar as the third party cannot pay these costs.

9.6 The Ordering Party will separately and identifiably store and maintain the sold goods as well as new goods arising from their use with the care of an ordinary merchant and insure them against damage from fire, water or hail. The Ordering Party assigns any related insurance claims hereby to Fidlock. Fidlock accepts the assignment herewith.

9.7 The Ordering Party may resell the reserved goods, unless he is in default of payment. For resold goods, he shall already assign all claims (including VAT), which arise due to his contractual relationship with his customers or a third party to Fidlock. Fidlock accepts the assignment herewith.

9.8 The Ordering Party may combine or process the reserved goods in the ordinary course of business with its own goods or the goods of others, unless it is in default of payment. In combining or processing, Fidlock acquires co-ownership of the new goods in the amount of the proportionate value of the goods and related or manufactured goods in accordance with § 947 Paragraph 1 BGB. In the event of the sale of related or newly manufactured goods, the Ordering Party assigns now to

Fidlock, his claims that arise due to his contractual relationship with his customer or any third party in the proportion of the Ordering Party's co-ownership. Fidlock accepts the assignment herewith.

9.9 The Ordering Party remains entitled to collect the assigned claims in a capacity as trustee (collection authority). The authority of Fidlock to collect the sums remains undisturbed; Fidlock will nonetheless not make use of its collection authority as long as the authority is not revoked. Upon termination of the collection authority, the Ordering Party is obliged to immediately announce the assignments to his Customers and to give Fidlock the information necessary for collection and to hand over required documents. If the Ordering Party is insolvent, Fidlock shall have the right in accordance with the Insolvency Act, of separation of the goods or of replacement of the goods. The Ordering Party shall immediately, make available the goods to be separated, at most within a week and the goods cannot be sold without the consent of Fidlock. In case of exploitation of the reserved goods, Fidlock calculates the proceeds obtained, by setting off the costs and interest incurred and shall make the settlement with the purchase price. Any surplus shall be paid out to the Ordering Party. This applies equally for the amounts received from Fidlock claims.

9.10 The right of the Ordering Party to resell and to the use of the reserved goods and the collection authority shall lapse upon cessation of payment, enforcement procedures in the reserved goods or their substitutes, filing or institution of insolvency proceedings or with a check or a bill of exchange.

9.11 If the value of the collateral from the Ordering Party exceeds the claims to be settled by more than 20%, Fidlock may upon the request of the Ordering Party release the exceeding collateral.

9.12 The Ordering Party must treat the reserved goods with care. Where maintenance and inspection work must be carried out, the Ordering Party shall perform this promptly at his own cost.

## **10. Limitation of Liability**

The following limitations affect the liability of every contractual and non-contractual legal ground including warranty and guaranty. Legal provisions relating to burden of proof are not affected by this.

10.1 For damage other than bodily injury caused by defective products on account of slight negligence the liability of Fidlock is limited to the scope and limits of payments under its product liability insurance up to a maximum amount of EUR 20,000,000. This limitation of liability does not apply in the case of intention or gross negligence, of culpable injury to life, body or health, or for malicious nondisclosure of a defect. In case of a violation of an essential contractual obligation, the compensation for foreseeable damages and for damages typical for the type of contract shall be capped at the maximum amount.

10.2 If the defective products result in a recall, the liability for the resulting costs is limited in scope and amount to payments under its product recall insurance up to the amount of EUR 5,000,000. These costs are reimbursable moreover only insofar as Fidlock has been informed of the recall measure and given by appropriate notice an opportunity to cooperate.

10.3 Essential contractual obligations shall mean obligations, whose fulfilment is a necessary basis for the proper execution of the contract or obligations whose fulfilment generally can be expected by the other contractual party.

10.4 For injuries other than through product defect, Fidlock shall not be liable for slight negligence except in case of injury to life, body or health or due to fundamental breach of contract.

10.5 In case of default, the liability of Fidlock is limited to 0.5% of the order value per week, but to an



overall maximum of 10%. Furthermore, claims are limited to the reimbursement of proven costs (purchase coverage based on a comparison of three offers).

10.6 Fidlock is not liable for breaches of contract or damages due to force majeure. The contract parties recognize as force majeure in particular interruptions in transportation, official measures, weather events, non-availability of raw materials, labor disputes, interruptions in one's own production process, interruptions in the production process of transport companies and suppliers (insofar as a substitute procurement is not reasonable).

10.7 Claims of commercial customers shall be time barred at one year. The limitation period does not apply to damages caused by gross or intentional negligence of Fidlock or for bodily injury, violation of health or death.

10.8 Fidlock shall not be liable for defects resulting from unsuitable or improper use or faulty assembly by the Ordering Party or third parties or for the consequences of improper modifications or repair work by the Ordering Party or third parties without the explicit consent of Fidlock. The same shall apply to material defects which reduce the value or suitability of the goods only insignificantly.

10.9 Fidlock shall not be liable for damages as far as the Ordering Party has caused their entry. Fidlock shall also not be liable for damages that could have been prevented by taking account of the contractual obligations or obligations arising from the contractual obligations of the Ordering Party, in particular by providing sufficient information to the customer of the products manufactured by the Ordering Party using Fidlock goods and reasonable own safety precautions of the customer. In the case of doubt, the client shall furnish proof of the fulfillment of these obligations.

10.10 Fidlock shall indemnify and hold harmless against national and international embargoes and/or sanctions - e.g. fulfillment prohibitions.

10.11 The liability of Fidlock is limited to the extent permitted by law upon the value of the goods delivered.

10.12 Where the liability of Fidlock is excluded or limited, this shall apply also for the personal liability of employees, workers and legal representatives and agents of Fidlock.

## **11. Product damage and Recall**

11.1 Both contract partners shall inform each other in advance and as far as possible and reasonable, regarding the content or scope of any recall proceedings, and give each other an opportunity for explanation or comment.

11.2 Fidlock is only liable for the recall of products whose recall has been caused by Fidlock or by law by competent authorities to prevent health risks. Insofar as the final product to be recalled is not clearly identifiable without the fault of Fidlock, Fidlock is only liable for the number of end products which correspond to the number of delivered.

11.3 Section 10 number 1 remains unaffected.

## **12. Protection of Models, Intellectual Property Protection**

12.1 The Ordering Party obligates itself not to copy items from the delivery program of Fidlock or allow them to be copied and distributed.

12.2 In case of violation Fidlock is entitled to a contract penalty. The amount of the claim for each

copied article shall be 100% of the price for the corresponding article of Fidlock plus costs and attorney's fees. Fidlock's pricelist in effect at the time of the infringement, or if no list price is available, the offering price to other customers, shall be the controlling measure. The right of Fidlock to compensatory damages remains unaffected.

12.3 The Ordering Party confirms that the delivered goods, and the technologies and practices used are the protected intellectual property of Fidlock and with the sale of the goods, only a right of use of the protected intellectual property rights are granted. However, no other rights are transferred. For the transfer of any rights to this intellectual property, a separate written agreement must be concluded. A detailed list of intellectual property rights can be requested. Fidlock confirms that the goods patented by Fidlock are free from defects of law. The responsibility for verifying that the application of Fidlock goods desired by the customer is free of defects of law, in particular that it does not infringe any third party property rights, lies solely with the customer.

12.4 The Ordering Party will use all documents (including samples, models, and data) and information that it receives from the business relationship only for the contractual purpose, and with the same care used as to their own documents. The Ordering Party will keep the Fidlock documents and information secret from third parties with due care and diligence of a prudent business person when Fidlock designates such as confidential or has an obvious interest in maintaining secrecy.

12.5 The obligation according 12.4 begins from the receipt of documents or information and shall be effective for an unlimited period.

12.6 The obligation shall not apply for documents and information that are generally known or that were already known to the contracting partner upon receipt, without having the obligation of secrecy, or that was received from a third party entitled to disclose or developed by the receiving party without utilization of the confidential information or documents of the other party.

12.7 Fidlock reserves all rights of ownership and copyright to illustrations, drawings, calculations, samples and other documents provided to the Ordering Party for the reviewing of an offer. These documents must not be made available to third parties without the grant of an express written consent from Fidlock. All submitted documents are only binding on Fidlock if they are expressly designated as binding.

12.8 These documents shall be returned immediately to Fidlock where a contract is not reached on the basis of the offer.

### **13. Miscellaneous**

13.1 There is a text form requirement for purchase contracts and their future amendments and additions. For other contracts and their future amendments and additions, there is a written requirement.

13.2 Legally relevant declarations and notifications from the Ordering Party to Fidlock or involving a third party must be made in writing.

13.3 This contract fully contains all the agreements of the contracting parties. There are currently no ancillary agreements to the contract.

13.4 The headings are for convenience only and not the final determination of the related text.

13.5 The non-assertation of rights by Fidlock does not constitute a waiver of such rights.

### **14. Choice of Forum**

14.1 The exclusive place of jurisdiction for all disputes is Hanover.

14.2 Fidlock is entitled to file an action against the Ordering Party in its home country or at any place where he has property or assets.

## **15. Foreign Business**

The following additional conditions apply to foreign business:

15.1 All transactions, including bills of exchange and check transactions, are governed by German civil and commercial law including UN-sales law (United Nations Convention on Contracts for the international Sale of Goods (CISG)).

15.2 Where the contract exists in several languages, the German version shall take precedence.

15.3 The Gregorian calendar shall apply for contractual purposes among the Parties.

15.4 The local time at the place of business of Fidlock in compliance with the summer and winter time shall apply.

15.5 Unless otherwise agreed, payment shall be made in US-Dollar (USD). Changes in currency exchange rates leave the purchase price - where appropriate by amending Number 4.3 of these general terms and conditions - and other payment obligations specified in the contract unaffected.

15.6 The Ordering Party is liable for any custom duties, fees, charges and any other taxes arising from the execution and delivery of this contract.

15.7 Fidlock is not responsible for the compatibility of the contract goods with national regulations in the country of the Ordering Party or for the compliance with delivery or in any other context.

15.8 Fidlock is entitled to claim against the Ordering Party in an arbitration proceeding instead of making a claim in a court of law. In this case, the following applies: All disputes arising in connection with this Agreement or its validity are settled under the Rules of Arbitration of the German Institute of Arbitration (DIS). Place of arbitration is in Hanover. The number of arbitrators shall be one, in disputes regarding product liability and product recall three. The language of the arbitration proceedings shall be German. The arbitration is governed by German law including UN-sales law (United Nations Convention on Contracts for the international Sale of Goods (CISG)).

## **16. Validating Clauses**

16.1 Should present or future provisions of this contract be entirely or partly invalid or unenforceable or later lose their validity or enforceability, the validity of the remaining provisions of the contract shall not be disturbed. The same applies if this contract should have gaps.

16.2 In place of an invalid or ineffective provision or to fill a gap, that appropriate clause will apply that the parties would have used had they considered the point when concluding the contract. This also applies when the invalidity of a provision rests on a denominated measure of performance or time (period of time or due date); in such cases that legally permissible measure of performance or time (period of time or due date) that comes closest to that intended shall replace that in the contract.

16.3 Should the validity of a provision in the above-described sense be attainable only by way of agreement under adhesion to particular requirements of form, the parties are obligated to do the required acts and give the required declarations.

## **17. EU Tax laws**

Fidlock sells the goods to an Ordering Party in the European Union without German VAT, if the Or-

dering Party submits his correct VAT identification number to Fidlock. The Ordering Party shall cooperate within his sphere with Fidlock in obtaining further evidence required by the German tax authorities. If he fails to cooperate even after a reasonable period or the reported tax identification number is proven to be incorrect, Fidlock is justified for the subsequent calculation of the German VAT and the demand of reasonable reimbursement of expenses.

Hanover, June 2024