

1. Scope of application

1.1 Deliveries and services as well as other legal transactions in all business operations of the ICS Group, consisting of Ics for automotive GmbH, Ics tooling GmbH including its subsidiaries – hereinafter referred to as “ICS” - are affected exclusively according with the following General Terms and Conditions in the respective valid version and apply as an integral part of the contract, unless otherwise agreed in writing in an individual agreement between ICS and the contractual partner or client.

The contracting party's general terms and conditions will not become part of the contract under any circumstances. This also applies if ICS performs the services in knowledge of conflicting or deviating terms and conditions or if ICS signs orders placed by the contractual partner.

1.2 The contractual partner recognizes the current version of the General Terms and Conditions - hereinafter referred to as “GTC” valid at the time the order for deliveries or services is placed with ICS. This version will be made available on the ICS Group website. The terms and conditions published here are valid for the contract at the time the order is placed.

1.3. Modifications and amendments to the contract must be made in written form.

1.4 All offers of ICS are subject to alteration and non-binding, unless expressly agreed otherwise.

1.5 ICS is entitled to withdraw from contracts, if facts occur, which show that the other party to the contract is not creditworthy.

2. Deliveries and Services

2.1. Orders only become binding once they have been confirmed in writing by ICS. The same procedure applies to orders which are not based on an offer from ICS or which deviate - even partially - from the offers made. Machine-produced order confirmations fulfil this formal requirement.

In case of doubt, the written order confirmation is decisive. The contractual partner is obliged to immediately object to ICS's order confirmation in the event of actual or alleged deviations from the order.

2.2 Drawings, illustrations, dimensions, weights or other performance data are only binding if they are expressly agreed in writing. ICS reserves the right of ownership and copyright to information of both a physical and non-physical nature. This information may not be passed on, published or reproduced or used for any purpose other than the agreed purpose without the prior written consent of ICS. Reasonable technical and design deviations from written documents as well as model, construction and material changes in the context of technical progress and further development are reserved, without any rights against ICS being derived from this.

2.3.1 The date of delivery or service respectively the period of delivery or service – hereinafter referred as “delivery period”- is agreed in consultation with the contractual partner according to the expected performance capacity of ICS.

Events such as force majeure, government measures, non-issuance, labour disputes of any kind, sabotage, shortage of raw materials, delayed deliveries of materials through no fault of ICS, other events

caused by unforeseen circumstances and obstacles, regardless of whether these occur at ICS or its suppliers, or a possible delayed start of the services to be performed due to these events, extend the delivery period.

ICS will inform its contractual partners of a possible delay at an early stage.

2.3.2 Compliance with the agreed delivery period requires the timely receipt of all documents to be supplied by the contractual partner, necessary authorisations, permits and approvals, in particular also of plans, as well as compliance with the agreed terms of payment and other obligations by the contractual partner. If these requirements are not met in due time, the delivery period will be extended accordingly, unless ICS is responsible for the delay.

2.4 The delivery deadline shall be considered to have been met when readiness for dispatch has been notified for the delivery item. In the case of services within the scope of timely acceptance by the contractual partner.

2.5 ICS explicitly reserves the right to reasonable partial deliveries/partial services and their invoicing.

2.6.1 The contractual partner may request ICS in writing to deliver or perform six weeks after the delivery period agreed between the contractual parties has been exceeded. ICS is in default upon receipt of the request. In the event that the contractual partner is entitled to compensation for damages caused by delay, this is limited to a maximum of 5% of the agreed remuneration in the event of slight negligence on the part of ICS. If the contractual partner withdraws from the contract in addition to the assertion of claims for damages caused by delay or claims damages instead of performance, he must set ICS a reasonable deadline for delivery/performance after the aforementioned period of six weeks has expired. However, ICS shall not be liable if the damage would have occurred even if the delivery deadline had been met.

2.6.2 If acceptance is delayed, ICS has the right, in addition to the payment claim, to either set a new delivery or performance date or to withdraw from the contract. In the event of non-acceptance, ICS may claim damages amounting to 15% of the contractual remuneration without proof. The contractual partner is entitled to prove that no damage has been incurred at all or not in the amount stated. ICS reserves the right to claim higher proven damages.

2.7 ICS reserves the right to withdraw from the contract, if the delay in delivery/service caused by one of the above-mentioned events lasts longer than six weeks and ICS is not responsible for this.

2.8 The agreement on the postponement of delivery or service dates must be in writing.

3. Verification and transfer of risk

3.1 Upon delivery, the contractual partner must check the goods immediately after receipt for completeness and conformity with the delivery note and/or invoice. If no written complaint is made, received by ICS within six calendar days after receipt, the goods are considered to have been delivered correctly and completely, unless it is a hidden defect. Returns of delivered goods without a prior written consent of ICS will not be accepted, even if the goods are defective. Transport costs and risk are borne by the contractual partner.

3.2 Minor defects that do not impair the functionality of the delivery item or service do not entitle the contractual partner to refuse acceptance.

3.3 The risk is transferred to the contractual partner on handover of the contractual delivery item to the carrier, his agent or other persons named by ICS. If dispatch is delayed or becomes impossible through no fault of ICS, the risk is transferred to the contractual partner upon notification of readiness for dispatch. Unless the contractual partner has issued shipping instructions in writing, ICS shall determine the means of transport, the transport route and the transport insurance without being responsible for choosing the fastest or most favourable option.

The Incoterms (ICC) shall apply in the version valid at the time of conclusion of the contract, unless these GTC contain deviating provisions or other contractual agreements have been made.

4. Prices and Terms of payment

4.1 Unless otherwise expressly agreed, our prices are understood in EURO per unit or fixed prices ex works. The statutory value-added tax and other charges in the country of delivery as well as packaging, transport costs, transport insurance, environmental and handling charges are shown separately on the day of invoicing.

4.2 ICS reserves the right to increase the price appropriately, if after conclusion of the contract, cost increases occur at ICS - in particular due to price increases relating to material and labour costs, customs duties, tax charges or exchange rate fluctuations.

4.3 Unless otherwise agreed in writing, all invoices are payable within 14 days after receipt of invoice without deduction. Invoices are issued upon delivery/service. Payments are to be made free of costs and expenses to the bank accounts of ICS stated in the invoice.

4.4 The contractual partner is only entitled to set off counterclaims against claims of ICS, if these are undisputed or legally binding; a right of retention may only be asserted, if it is based on claims from the contract from which ICS is entitled to the demand.

4.5 In case of default of the contractual partners, ICS is entitled to demand default interest of at least 9% above the respective base rate (Section 288 para. 2 BGB). ICS reserves the right to provide evidence of higher damages.

4.6 If the contractual partner is more than 30 days in delay with a payment or if his financial circumstances deteriorate, all claims of ICS against him become due immediately.

5. Reservation of title

5.1 The delivery item remains the property of ICS until all claims against the contractual partner arising from the business relationship have been fulfilled. This also applies if the purchase price for certain deliveries/services designated by the contractual partner has been paid. A disposal of the delivery item subject to retention of title in any form whatsoever by the contractual by the contractual partner is only

permitted in the regular course of business of the contractual partner.

Under no circumstances, however, may the goods be assigned to third parties as security in the course of regular business transactions. be transferred as security.

5.2 In case of sale of the delivery item or the new goods, the contractual partner hereby assigns his claim from the resale against his customer with all ancillary rights to ICS by way of security, without the need for any further special declarations. The assignment applies including any balance claims.

However, the assignment only applies to the amount corresponding to the price of the delivery item invoiced by ICS. The portion of the claim assigned to ICS is to be satisfied with priority.

5.3 During the existence of the reservation of title, the contractual partner is prohibited from pledging or transferring ownership by way of security. The contractual partner must inform ICS immediately in case of pledging, confiscation or other dispositions or interventions of third parties. If a justified interest is substantiated, the contractual partner must provide ICS with the information necessary to assert its rights against the customers and hand over the necessary documents.

5.4 The contractual partner must notify ICS immediately by the quickest possible means and object if goods subject to retention of title or other items or claims to which ICS is entitled are seized by third parties or any other impairment is to be feared. The notification must be accompanied by the necessary documents. Costs incurred by ICS due to such incidents must be reimbursed by the contractual partner.

6. Warranty

6.1 Warranty rights of the contractual partner require that the contractual partner has properly fulfilled its obligations to inspect the goods and make a complaint in accordance with § 377 HGB (German Commercial Code).

6.2 If the contractual partner asserts warranty claims, he must notify ICS of the defects immediately after they are discovered and do everything possible to minimise any damage caused by a defect. If no immediate notification is made, the warranty claims expire.

6.3 Warranty claims shall become time-barred 12 months after delivery of the goods supplied by ICS or timely acceptance of the service by our contractual partners. The statutory period of limitation applies to claims for damages in the case of intent and gross negligence as well as injury to life, body and health based on an intentional or grossly negligent violation of duties by the user. The consent of ICS must be obtained prior to any return of the goods.

The limitation period cannot be restarted, except in cases of intent or gross negligence.

6.4 If, despite all due care, the delivered goods show a defect that already existed at the time of the transfer of risk, ICS will, subject to notification of defects in due time, either repair the goods or deliver replacement goods at its option. ICS shall always be given first the opportunity to resolve the defect afterward within an appropriate time. Claims of recourse remain unaffected by the above provision without restriction.

In the case of provision of services, ICS bears the sole risk of the work to be performed. If the provided parts or tools prove to be unusable due to material defects, the processing costs incurred by us are to be reimbursed by the customer.

The same applies to defects in workpieces and tools to be manufactured, processed or inspected/tested. No liability shall be assumed, if the defect is due to faults in the goods (workpieces/tools) provided by the contractual partner. The contractual partner's right to subsequent fulfilment and withdrawal shall remain unaffected by this. In the case of subsequent performance, this shall take place after the contractual partner has provided new raw materials.

7. Limitation of liability

7.1 ICS is only liable in the event of a breach of material contractual obligations and is limited to the typical damage foreseeable at the time the contract was concluded. ICS's liability for damage to life, body or health is limited to the amount of the liability reinsurance.

Liability for damage to tools and equipment and for any business interruptions is limited to the extent of ICS's own liability reinsurance.

7.2 The consequences of a delay in delivery are conclusively regulated in item 2 of these terms and conditions. Events which are specifically listed under item 2.3.1 are beyond our control. In the case of a possible event, this does not automatically lead to claims for damages, reimbursement of expenses or the right to terminate the contract unilaterally by invoking force majeure.

The personal liability of the managing directors, vicarious agents and employees of ICS for damage caused by them due to slight negligence is excluded. The liability of ICS remains unaffected, irrespective of fault, in the event of fraudulent concealment of a defect or under the Product Liability Act.

7.3 The contractual partner bears the sole responsibility for adequate insurance of the goods handed over to ICS for processing (e.g. transport, storage, property insurance including the inclusion of natural hazards). The contractual partner must insure itself against any damage in the appropriate amount.

7.4 Damages in lieu of performance (in the event of non-fulfilment, Section 280 III in conjunction with Section 281 BGB) and damages for delay (Section 280 II in conjunction with Section 286 BGB) are limited to the negative interest; damages for non-performance or non-performance as owed (Section 282 BGB) are limited to the amount of the purchase price. Compensation in lieu of performance in the event of exclusion of the obligation to perform (impossibility) is excluded.

7.5 In any case, the contractual partner has to prove that the defect has already existed at the time of delivery or performance of the service.

8. Code of Conduct / „Compliance “

ICS undertakes to comply with the applicable code of conduct. We also see it as our contractual partners' duty to do the same. We act in accordance with social and legal requirements and expect the same from our contractual partners.

ICS reserves the right to withdraw from existing contracts or to terminate them without notice in the event that a business partner repeatedly and/or despite a corresponding notice behaves unlawfully and does not prove that the breach of the law has been remedied as far as possible and that appropriate precautions have been taken to avoid future breaches of the law.

9. General provisions

9.1 The contractual partner is not authorised to assign its claims arising from the contract without the prior written consent of ICS.

9.2 The place of fulfilment for deliveries and services is the place of receipt designated by ICS.

9.3 Exclusive place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship shall be the court in 88212 Ravensburg.

9.4 The legal relationship between ICS and the contractual partner is governed exclusively by the substantive law of the Federal Republic of Germany. The application of the uniform international sales law (CISG) is excluded

9.5 Orders are processed within ICS with the aid of automatic data processing. The contractual partner hereby grants ICS its express consent to the storage and processing of the data disclosed within the scope of contractual relationships and necessary for order processing in accordance with the statutory provisions on data protection.

9.6 Should one or more provisions of these General Terms and Conditions be or become invalid or should this contractual text contain a contractual gap, the contracting parties shall replace or supplement the invalid or incomplete provisions with corresponding statutory provisions that correspond to the economic purpose of the intended provision. The effectiveness of the remaining terms and conditions shall remain unaffected.