



## General Terms and Conditions of PSL Wälzlager GmbH

### I. Scope of application

1. These terms and conditions shall apply to a person who, upon conclusion of the contract, acts in the exercise of his/her commercial or independent professional activity (entrepreneur) as well as to legal entities under public law or a special fund under public law.
2. The following conditions of sale shall apply to all sales transactions to the exclusion of all previous versions.

### II. General

1. All deliveries and services are exclusively based on these terms and conditions as well as any separate contractual agreements. Deviating conditions of purchase of the customer shall not become part of the contract even by acceptance of the order.
2. Our offers are subject to change. A contract is concluded – in the absence of a special agreement – with our written order confirmation.
3. These terms and conditions shall also apply to sales based on commercial clauses, in particular the Incoterms. The Incoterms as amended from time to time shall be decisive for the interpretation of commercial clauses. However, corresponding commercial clauses shall only apply insofar as they do not contradict the terms and conditions listed below.
4. Information and illustrations contained in brochures and catalogs represent approximate values customary in the industry unless we have expressly designated them as binding.
5. We reserve the property rights and copyrights to samples, cost estimates, drawings and the like. We reserve the property rights and copyrights to samples, cost estimates, drawings and similar information of a physical and non-physical nature – also in electronic form; they shall not be made accessible to third parties. We undertake to make information and documents designated by the customer as confidential available to third parties only with the customer's consent.

### III. Prices, terms of payment

1. The prices are subject to value added tax at the statutory rate.
2. Unless otherwise agreed, prices are ex-works according to Incoterm FCA.
3. Unless otherwise agreed, the purchase price shall be paid within 14 days of delivery ex-works to the account specified by us without deduction of any discount. The customer can only offset against undisputed or legally established claims. He/she shall only be entitled to rights of retention insofar as they are based on the same legal relationship.
4. In the event of overdue payments, interest on arrears shall be charged in accordance with the respective bank rates for overdrafts from the due date, but at a minimum of 9 percentage points above the statutory base rate. In addition, we are entitled to a lump sum payment of EUR 40.
5. All our claims shall become due immediately if the terms of payment are not complied with or if we become aware of circumstances which are likely to reduce the creditworthiness of the customer.
6. On the basis of the authorization granted to us concerning the companies belonging to our group (Articles 15 ff. of the German Stock Corporation Act), we shall be entitled to net all the customer's accounts receivable from us or from one of the aforementioned group companies, irrespective of their basis

in law. This also applies if a cash payment has been agreed in one case and, in another case, payment in bills of exchange or other services on account of performance. If appropriate, these agreements shall only relate to the balance. In the event that the accounts receivable are due at different dates, our accounts receivable shall fall due at the latest when our liabilities are due and are settled on the value date.

### IV. Securities

We are entitled to securities of the usual type and scope for our claims, even if they are conditional or limited in time. If agreed down payments are not received on time or if, after conclusion of the contract, we become aware of circumstances which appear likely to reduce the customer's ability to pay, we shall be entitled, without prejudice to further claims, to refuse performance and to set the customer a reasonable deadline within which he/she shall make payment or provide security concurrently with delivery. In the event of refusal by the customer or unsuccessful expiry of the deadline, we shall be entitled to withdraw from the contract and demand compensation for damages.

### V. Partial delivery

We are entitled to make partial deliveries if this is reasonable for the customer. The customer shall not have to bear the additional costs incurred by us if these additional costs are attributable to us. The price remains unaffected.

### VI. Time of delivery/performance, liability for delays in delivery and performance

1. Delivery periods shall commence on the date of our order confirmation, but not before complete clarification of all commercial and technical details of the order, the fulfillment of all obligations incumbent on the customer, such as the provision of the necessary official certificates or approvals or the payment of a deposit. In such cases, the delivery period shall be extended accordingly. This does not apply if the delay is attributable to us. An agreed delivery period shall be deemed to have been complied with if, by the time of its expiry, the delivery has left our works or the customer has been notified that the goods are ready for dispatch.
2. Compliance with the delivery period is subject to correct and timely delivery to us, unless the incorrect or delayed delivery to us is attributable to us. We will inform you of any delays as soon as possible.
3. The delivery/performance period shall be extended appropriately if circumstances which are not attributable to us cause a delay. This includes, in particular, force majeure, industrial disputes, epidemics, delays caused by the customer (e.g. due to failure to obtain documents, approvals in good time, due to changes made by the customer to the agreed scope of delivery and performance, etc.) as well as other obstacles which are beyond our control.
4. If there is a delay in delivery or performance within the meaning of this section and the customer demonstrably suffers damage as a result, he/she shall be entitled to demand a lump-sum compensation for the delay. This shall amount to 0.5% for each full week of delay, but in total not more than 5% of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result

of the delay. If the customer sets us a reasonable deadline for performance after the due date – taking into account the statutory exceptions – and if the deadline is not met, the customer shall be entitled to withdraw from the contract if the failure to meet the delivery date is attributable to us.

5. Both claims for damages by the customer due to delay in delivery and claims for damages in lieu of performance which exceed the limits specified in section VI.4 are excluded in all cases of delayed delivery, even after expiry of any deadline set for us for delivery. This shall not apply if liability is mandatory in cases of intent, gross negligence, injury to life, body or health or breach of material contractual obligations; this shall not entail a change in the burden of proof to the detriment of the customer.

#### **VII. Delayed acceptance**

1. If dispatch or acceptance of the delivery item is delayed for reasons attributable to the customer (default in acceptance), we shall be entitled to store the delivery at a place of our choice at the expense and risk of the customer. If storage takes place on our premises, we shall charge a monthly storage fee in addition to our other costs from the date of notification of readiness for dispatch.
2. If the customer finally refuses the call or the acceptance of the delivery or if he/she fails to respond to a request for call or acceptance even after the expiry of a reasonable period of grace of 2 weeks granted to him/her in writing, we shall be entitled to claim compensation. The compensation to be paid shall be determined by the costs incurred by us, but shall amount to at least 15% of the purchase price. The customer reserves the right to prove that the damage did not occur or was less. Our legal rights to fulfillment or withdrawal remain unaffected by this.

#### **VIII. Transfer of risk**

Unless otherwise agreed, the risk shall pass to the customer in accordance with Incoterm FCA, even if partial deliveries are made or if we have assumed other services, e.g. the shipping costs or delivery. If the shipment is delayed due to circumstances attributable to the customer, the risk shall pass to the customer from the date of readiness for shipment.

#### **IX. Retention of title**

1. All delivered goods shall remain our property (reserved goods) until all claims, in particular also the respective balance claims, to which we are entitled within the scope of the business relationship have been fulfilled. This also applies to future and contingent claims.
2. Processing of the goods subject to retention of title shall be carried out on our behalf as manufacturer within the meaning of § 950 BGB (German Civil Code) without any obligation on our part. The processed goods shall be deemed to be goods subject to retention of title in the above sense.
3. In the event of processing, combination and mixing of the goods subject to retention of title with other goods by the customer, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If our ownership lapses as a result of combining, mixing or processing, the customer shall already now transfer to us the

ownership or expectant rights to which he/she is entitled in the new stock or item to the extent of the invoice value of the reserved goods, in the case of processing in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used, and shall keep them for us free of charge. Our co-ownership rights shall be deemed to be reserved goods in the above sense.

4. The customer may only resell the goods subject to retention of title in the ordinary course of business under his/her normal terms and conditions of business and as long as he/she is not in default, provided that he/she retains title and the claims arising from the resale are transferred to us as security. He/she is not entitled to dispose of the reserved goods in any other way. The use of the reserved goods for the fulfillment of contracts for work and services and contracts for work and materials shall also be deemed to be a resale. The customer's claims arising from the resale of the reserved goods are hereby assigned to us. We hereby accept the assignment. The assigned claims serve as security to the same extent as the reserved goods.
5. If the customer resells the goods subject to retention of title together with other goods, the claim from the resale shall be assigned to us in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. In the event of the resale of goods in which we have co-ownership shares, a part of the claim corresponding to our co-ownership share shall be assigned to us. If the customer is in default with respect to us, we may prohibit the resale and processing of the goods subject to retention of title and demand their return or the transfer of indirect possession of the delivered goods at the customer's expense and revoke any collection authorization. The customer gives us authority to enter the customer's premises in the aforementioned cases and to remove the goods subject to retention of title; the removal shall not be deemed to be a withdrawal from the contract.
6. The customer is entitled to collect claims from the resale unless we revoke the collection authorization. At our request, he/she shall be obliged to inform his/her customers immediately of the assignment to us – insofar as we do not do this ourselves – and to provide us with the information and documents required for collection.
7. The customer is not authorized to assign the claims under any circumstances; this also applies to all types of factoring transactions, which the customer is also not permitted to undertake on the basis of our authorization to collect. The customer shall inform us immediately of any seizure or other interference by third parties.
8. If the value of the existing securities exceeds the secured claims by more than 10% in total, we shall be obliged to release securities of our choice to this extent at the request of the customer.

#### **X. Dispatch**

1. In the absence of instructions to the contrary from the customer, we shall be entitled to arrange for shipping measures, in particular the conclusion of the contract with carriers or for-

warding agents on behalf of and for the account of the customer, in which case we shall exercise any discretion in accordance with customary commercial practice.

2. The material is packed according to commercial practice. We shall provide packaging, protection and/or transport aids according to our experience and, unless otherwise agreed, at the expense of the customer. In the event of transport damage, the customer shall immediately arrange for a statement of the facts and notify us without delay.

#### **XI. Material defects and ancillary obligations**

For material defects, we shall render performance to the exclusion of any further claims – subject to section XIV. – Guarantee as follows:

1. The composition of the goods shall be exclusively defined in the agreed technical delivery regulations. In the event that we are obliged to deliver according to drawings, specification, samples, etc. provided by the customer, the latter shall bear the risk that the goods are suitable for the intended purpose. The time of handover of the goods to the forwarder or carrier, at the latest the time of leaving the works, is decisive for the contractual condition of the goods.
2. Notices of defects by the customer shall be received by us in text form immediately after receipt of the goods at the place of destination, but do not entitle the customer to retain the invoice amounts. In the event of defects, processing shall be stopped immediately.
3. We shall be entitled to repair or replace free of defects, at our discretion and free of charge, all those parts which prove to be defective as a result of a circumstance occurring prior to the transfer of risk. Replaced parts become our property.
4. The customer shall give us the opportunity to determine the defect and, on request, to make the goods that are the object of complaint or samples thereof available to us without delay. The customer shall give us the necessary time and opportunity to carry out all repairs and replacement deliveries that we deem necessary after consultation with us; otherwise we are released from liability for the resulting consequences. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case we shall be notified immediately, shall the customer have the right to remedy the defect himself/herself or have it remedied professionally by a third party, and to demand reimbursement of the necessary expenses from us.
5. Within the framework of the statutory provisions, the customer shall have the right to withdraw from the contract if – taking into account the statutory exceptions – we allow a reasonable period of time set for us to remedy the defect or make a replacement delivery on account of a material defect to expire without resolving the situation. If the defect is only insignificant, the customer shall only be entitled to a reduction of the contract price. The right to reduce the contract price shall otherwise remain excluded. Further claims shall be determined in accordance with section XIV. 2. of these terms and conditions.
6. Claims for material defects shall become time-barred twelve months after receipt of the goods at the place of destination. However, they shall become time-barred at the latest 14

months after notification of readiness for dispatch. This shall not apply in the event that longer statutory expiration periods are in force, in particular for defects in a structure or for delivered items which are intended for use in a structure and have been used as such, this use having led to the defect in the goods.

7. No warranty is given in particular in cases of unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, chemical, electrochemical or electrical influences – insofar as they are not attributable to us.
8. The warranty shall expire if reworking, modifications or repair work are carried out without our prior consent. Furthermore, the warranty will expire if our instructions on installation, maintenance and lubrication of our antifriction products are not followed.
9. The same applies for reasons of preservation of evidence if antifriction products are opened without our prior consent.

#### **XII. Property rights, defects of title**

1. We declare that we are not aware of any industrial property rights of third parties existing in the country of manufacture at the time of conclusion of the contract which would prevent delivery to the customer. If industrial property rights outside the Federal Republic of Germany are infringed by products supplied by us and/or by the fact that the customer uses material supplied for a purpose without this material having been expressly supplied for this purpose, we shall be released from liability.
2. If the use of the delivery item leads to the infringement of industrial property rights or copyrights in Germany, we shall in principle procure the right to further use for the customer at our expense or modify the delivery item in a manner reasonable for the customer in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the customer shall be entitled to withdraw from the contract. Under the aforementioned conditions, we shall also be entitled to withdraw from the contract. In addition, we shall indemnify the customer against undisputed or legally established claims of the owners of the property rights concerned.
3. Our obligations set out in section XII are final, subject to section XIV.2 in the event of infringement of industrial property rights or copyrights. They shall only exist if the customer informs us immediately of asserted infringements of industrial property rights or copyrights, the customer supports us to a reasonable extent in the defense against the asserted claims or enables us to carry out the modification measures in accordance with section XII.2, all defense measures including out-of-court settlements are reserved for us, the defect of title is not based on an instruction of the customer and the infringement of rights has not been caused by the fact that the customer has modified the delivery item without authority or has used it in a manner not in accordance with the contract.

#### **XIII. Provision of documents, confidentiality**

1. Drawings, models, samples and other documents made

available to the customer or produced by us according to his/her specifications may only be used for processing our offer or for using the ordered deliveries or services and shall not be made accessible to third parties without our prior written consent.

2. Furthermore, the customer shall maintain secrecy vis-à-vis third parties with regard to all operational processes, equipment, facilities, etc. of us and our subcontractors which become known to him/her in connection with our deliveries or services, even after submission of our offers or completion of the order.

#### **XIV. Liability**

1. If the delivery item cannot be used by the customer in accordance with the contract due to our fault as a result of omitted or faulty execution of suggestions and consultations made before or after conclusion of the contract or due to the breach of other contractual ancillary obligations – in particular instructions for operation and maintenance of the delivered item – the provisions of sections XI. and XIV. 2. shall apply accordingly to the exclusion of further claims of the customer.
2. We shall only be liable – for whatever legal reasons – a) in the event of intent, b) in the event of gross negligence on the part of a member of our management or one of our executive employees, c) in the event of culpable injury to life, limb or health, d) in the event of fraudulently concealed defects or defects the absence of which we have guaranteed, e) in the event of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items. In the event of culpable breach of material contractual obligations, we shall also be liable for gross negligence on the part of non-executive employees and for slight negligence, in the latter case limited to the reasonably foreseeable damage typical of the contract. Essential contractual obligations are those for which fulfillment is necessary to achieve the purpose of the contract and the fulfillment of which can usually be relied upon. Further claims are excluded.

#### **XV. Export control and Foreign Trade Data Regulations**

1. Customer shall comply with all applicable export control, customs and foreign trade regulations (“Foreign Trade Regulations”) for all products to be delivered and services to be provided according to this Agreement. Customer shall advise Supplier in writing as early as possible, but not later than two weeks following the date of order, and also in case of any alterations to the order, of any information and data required by Supplier to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export and import as well as re-export in case of resale.
2. Supplier shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements

or any embargoes or other sanctions.

#### **XVI. Export certificate**

1. If the customer exports the goods from the territory of the Federal Republic of Germany or has them exported by a third party, he/she shall provide us with the export certificate required for tax purposes. Otherwise, the customer shall pay us an amount equal to the value added tax rate applicable to domestic deliveries from the invoice amount.
2. For each tax-exempt intra-Community delivery ex-Germany to another EU member state, the customer of the goods is obliged, in accordance with § 17a and 17c of the Value Added Tax Implementing Regulation, to provide us with proof of the actual arrival of the goods (confirmation of arrival). The proof shall be furnished on a form provided by us. If such proof is not furnished, the customer shall pay the rate of value added tax applicable to deliveries within the Federal Republic of Germany in respect of the previous (net) invoice amount.

#### **XVII. Place of performance, place of jurisdiction, applicable law and other matters**

1. The obligations arising from the contracts concluded with us are to be fulfilled at our registered office in Dortmund.
2. The conclusion, content, interpretation and amendment of the contract shall be judged in accordance with the substantive law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
3. Offenbach/Main shall be the place of jurisdiction for all disputes in connection with our deliveries or services or from any other connection with the contractual relationship.
4. Should any individual provision or any part of any provision in these General Terms and Conditions of Sale be or become void, illegal or unenforceable, the validity of the remaining provisions shall in no way be affected.

#### **XVIII. Suppliers/service providers/providers information according to Art. 13 EU General Data Protection Regulation**

In accordance with Art. 13 EU GDPR, we would like to point out that we will store the customer's data on the basis of the EU General Data Protection Regulation. The information according to Art. 13 GDPR can be found at [www.thyssenkrupp-rotheerde.com/dsgvo](http://www.thyssenkrupp-rotheerde.com/dsgvo)