

# General terms

## Sec. 1 Scope of application/object of the contract

1. Our General Terms and Conditions (T&C) apply to the supply of wheel rims and accessories according to the contract concluded between us and the customer.
2. Our T&C apply exclusively. We do not acknowledge any terms and conditions of the customers that conflict with or deviate from our T&C, unless we have expressly agreed to their validity in writing. In the event that we proceed with delivery despite being aware of conflicting or deviating terms and conditions of the customer, our own T&C also apply.
3. Our T&C only apply to entrepreneurs within the meaning of Sec. 14 of the German Civil Code (BGB). We can therefore require that you provide us with sufficient proof of your entrepreneurial status before concluding the Contract. This may be in the form of your VAT ID number or other suitable evidence. You must provide the data required for verification in a complete and truthful manner.

## Sec. 2 Offer-contract conclusion-offer documents

1. The customer's order constitutes a legally binding offer, which we may accept within one week by issuing an order confirmation or delivering the goods. Offers submitted by us in advance are subject to change.
2. Agreements and collateral agreements must be made in writing to be valid.
3. All illustrations, drawings, calculations and other documents remain our property and remain copyrighted. The same applies to written documents that are designated as confidential. The customer requires our express written consent to pass them on to third parties.

## Sec. 3 Prices and terms of payment

1. The purchase price offered is binding. The statutory value added tax is not included in our prices. It will be shown separately on the invoice at the statutory rate on the day of invoicing. Unless otherwise stated in our order confirmation, all prices are ex-works. Packaging, freight, postage, insurance and delivery charges will be applied separately.
2. All prices quoted in our brochures and catalogues are non-binding. Unless otherwise stated in our order confirmation, the prices valid on the day of delivery apply in general.
3. Unless otherwise stated in the order confirmation, payment of invoices we have issued is required immediately.
4. If the agreed payment deadline is not met, the customer will be considered to be in default. In this case, we are entitled to charge interest on arrears at a rate of 8% above the applicable base rate of the European Central Bank. The right to claim further damages for delay remains unaffected by Sec. 353 of the German Commercial Code (HGB).
5. The agreed price applies. In the event of a price increase at the time of service provision due to a change in market prices or an increase in third-party fees, the higher price will apply. If the price exceeds the agreed-upon price by 20% or more, the customer is entitled to terminate the contract. This right must be exercised without delay following notification of the increased price.
6. The customer is only entitled to offset if its counterclaims have been legally established, are undisputed or have been accepted by us. The customer is only entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship.
7. In the event of the customer defaulting on payment, AVO Fahrzeugtechnik GmbH & Co. KG reserves the right to withhold fulfilment of outstanding services under the contract until the outstanding claims have been met. In such a case, AVO Fahrzeugtechnik GmbH & Co. KG is also entitled to demand payment in instalments, in deviation from the provisions or the remaining services to be provided.
8. If we become aware of circumstances which call into question the creditworthiness of the customer, in particular if the customer suspends payments, or if we become aware of other similar circumstances, we are entitled to terminate the contract and make the entire remaining debt immediately due and payable. In this case we are also entitled to demand payment in advance or the provision of security. We may also withdraw from any renewal commitment after giving notice. In the case of contracts for the manufacture of non-fungible items (custom-made items), we reserve the right to withdraw immediately. The statutory provisions on the dispensability of setting a deadline remain unaffected.

## Sec. 4 Delivery time and transfer of risk

1. Unless otherwise stated in writing, delivery periods and deadlines are non-binding. The delivery period commences on the date of our order confirmation, provided that all technical and commercial details have been clarified and any necessary approvals obtained. Any changes to the design of the delivery item requested by the customer within the delivery period will interrupt and extend the delivery period accordingly.
2. In the event of strikes or force majeure, delivery deadlines we have specified which form the basis of the order will be extended for the duration of the delay. The same applies if the customer fails to comply with any obligation to cooperate or if the start of the period for delivery of the goods falls during our company holidays.
3. In the event that the performance of the contract is significantly impeded or impossible, AVO Fahrzeugtechnik GmbH & Co. KG is entitled to withdraw from the contract without compensation. In such an instance, the customer is entitled to request a statement from us indicating whether we intend to withdraw from the contract or deliver within a reasonable timeframe. In the absence of a statement, the customer may withdraw from the contract. The customer may not reject partial deliveries or partial services unless they have a justified interest in doing so.

4. If AVO Fahrzeugtechnik GmbH & Co. KG is in default, the customer must set AVO Fahrzeugtechnik GmbH & Co. KG a reasonable period of grace in writing for subsequent performance. If the delivery item is not delivered or not delivered in full within this period of grace, the customer is entitled, after the period of grace has expired, to cancel the order in respect of the order quantity which has not been delivered by the end of the period of grace; in this respect, dispatch by AVO Fahrzeugtechnik GmbH & Co. KG is deemed equivalent to delivery. In the event that a customer suffers damage as a result of a delay in delivery for which AVO Fahrzeugtechnik GmbH & Co. KG is responsible, AVO Fahrzeugtechnik GmbH & Co. KG agrees to compensate the customer for any demonstrable damage incurred, up to a maximum of 5% of the net value of the delayed or omitted delivery or service. However, this limitation does not apply in cases where AVO Fahrzeugtechnik GmbH & Co. KG is held liable for intent or gross negligence. The customer's statutory right to withdraw from the contract after the expiry of a subsequent performance period set by AVO Fahrzeugtechnik GmbH & Co. KG remains unaffected.
5. In the case of goods being shipped, the day the goods are dispatched is deemed the delivery day. In all other cases, the day on which the customer is notified that the goods are ready for dispatch shall be decisive.
6. Shipment will take place at the customer's expense either to the customer or to a third party in accordance with the customer's instructions.
7. In the event of shipment, the risk transfers to the customer as soon as the goods to be delivered have left the AVO Fahrzeugtechnik GmbH & Co. KG factory. The same applies if the goods to be delivered are dispatched directly to the customer by an upstream supplier at the request of AVO Fahrzeugtechnik GmbH & Co. KG. These provisions apply to partial deliveries or if AVO Fahrzeugtechnik GmbH & Co. KG has also taken on services of another kind.
8. If dispatch is delayed due to circumstances for which the customer is responsible, the risk passes to the customer on the date of notification of readiness for dispatch.
9. AVO Fahrzeugtechnik GmbH & Co. KG is entitled to insure the goods to be dispatched against the transport risk at the customer's expense. AVO Fahrzeugtechnik GmbH & Co. KG is only obliged to do so on the basis of a special written agreement.

## Sec. 5 Liability for defects/warranty

1. Contrary to Sec. 434(1) of the German Civil Code (BGB), the goods are deemed to be free from defects if they meet the subjective requirements at the time of risk transfer. We are under no obligation to provide information as to any other objectively expected properties.
2. The customer is required to inspect the delivered goods immediately upon receipt and report any defects in writing without delay, at the latest within eight working days of receipt at the destination. Hidden defects must be reported immediately upon discovery. Failure to comply with the specified notice period will result in the exclusion of the customer from any claims related to defects that were not notified or were notified late.
3. In the event of damage in transit, the recipient is required to inspect the packaging for visible defects upon acceptance. In the event of any external damage to the packaging, the contents must be checked without delay. The recipient must record any damage to the packaging or contents on the bill of lading or consignment note. In accordance with the conditions of carriage, a note (acceptance subject to subsequent inspection) is not sufficient in the event of damage. In the event of a claim for transport damage, a copy of the bill of lading/transport document, with the relevant note copied onto it, must be submitted. The time limit for reporting transport damage is 5 working days. Once this period has expired, claims for transport damage are generally no longer valid. This also applies to wheels that have already been fitted and/or have been used.
4. AVO Fahrzeugtechnik GmbH & Co. KG must be granted the option of inspecting the reported defect either on site or at an AVO Fahrzeugtechnik GmbH & Co. KG branch, at its discretion. If the customer expresses an interest in an immediate completion, the inspection by AVO Fahrzeugtechnik GmbH & Co. KG must be carried out without delay. No modifications may be made to defective goods without the express consent of AVO Fahrzeugtechnik GmbH & Co. KG. Otherwise, the customer forfeits all warranty claims.
5. In the event of a demonstrable defect in material or workmanship, AVO Fahrzeugtechnik GmbH & Co. KG may, at its discretion, remedy the defect free of charge, replace the defective goods free of charge, credit the invoice value against return delivery of the defective goods or grant the customer a price reduction, taking due account of the customer's interests. In the event of a customer return due to a complaint, the original invoice value of any missing accessories, such as screws and caps, will be deducted if a credit note is issued.
6. Any further claims by the customer, in particular for compensation for processing costs, import and export costs, as well as for damages that do not affect the delivery item itself, are excluded to the extent permitted by law.
7. If reference samples are sent to the customer for inspection, AVO Fahrzeugtechnik GmbH & Co. KG is only liable for ensuring that the delivery conforms to the inspected reference sample, taking into account any corrections (quality determination by reference samples).
8. The warranty does not cover defects resulting from subsequent customer actions. We accept no liability for any damage or defect arising from unsuitable or improper use, incorrect assembly, incorrect storage, natural wear and tear, incorrect maintenance, unsuitable operating materials or chemical, electrochemical or electrical influences. This also encompasses the repainting or re-refinishing of wheels we have

supplied. Warranty is also excluded for damage caused by failure to follow our instructions or advice, or failure to follow operating or maintenance instructions. Furthermore, we are not liable for improper repairs or alterations/relocations of the goods by the customer or a third party commissioned by the customer. If visible manufacturing defects are identified on the rims, the warranty is still null and void if tyres have been fitted or the wheels have been used.

9. This section sets out the terms and conditions governing warranty claims made by customers of AVO Fahrzeugtechnik GmbH & Co. KG. Any such claims must relate exclusively to defects in deliveries and services that existed at the time of transfer of risk to the customer, or to material and/or design defects that existed at that time. Any resulting warranty claims submitted by the customer expire 12 months after the transfer of risk. In the case of used goods, any liability for material defects is excluded, unless the existence of a defect has been fraudulently concealed.

#### **Sec. 6 Guarantee**

1. Claims by a customer for breach of a guarantee will only be considered if AVO Fahrzeugtechnik GmbH & Co. KG has expressly confirmed a guarantee of quality or durability and has designated the guarantee in question as such. The written confirmation may be replaced by the delivery of pre-formulated written guarantee conditions.

2. Subject to the respective specific guarantee promises and/or guarantee conditions, the customer can only claim damages for breach of a guarantee to the extent that the guarantee was intended to cover the customer against precisely the type of damage that has occurred.

#### **Sec. 7 General limitations of liability**

1. We accept liability for intent and gross negligence. Furthermore, we accept liability for the negligent breach of obligations that are essential for the proper execution of the contract and that jeopardise the achievement of the purpose of the contract, as well as for the breach of obligations that you, our customer, may regularly rely on. In the latter case, however, we accept liability for the foreseeable damage typical of the contract. The same applies to breaches of duty by our vicarious agents. The above exclusions of liability do not apply to loss of life, limb or health. Liability under the German Product Liability Act (ProdHaftG) remains unaffected. These General Terms and Conditions of Delivery and Payment exclusively govern the liability of AVO Fahrzeugtechnik GmbH & Co. KG. Any and all claims not expressly conceded in these terms and conditions, including claims for damages arising from impossibility, delay, breach of secondary contractual obligations (including advice and provision of information), culpa in contrahendo and tort—even in cases where such claims are connected to the customer's claims for defects—are excluded. This does not apply if the claims are based on an intentional or grossly negligent act/omission by AVO Fahrzeugtechnik GmbH & Co. KG or a legal representative or vicarious agent, or on the fact that AVO Fahrzeugtechnik GmbH & Co. KG, its legal representatives or vicarious agents have negligently breached cardinal or other material contractual obligations, or if there is culpable loss of life, limb and/or health of a third party.

2. We accept no liability for damages for which we are not responsible. In particular, this includes damage caused by extra stress, for example during sporting events, or as a result of fitting rims or tyres to a vehicle that have not been approved in the certificate or VTA. Our liability is also excluded in the event of subsequent alterations of any kind to the goods supplied.

3. All claims against AVO Fahrzeugtechnik GmbH & Co. KG, irrespective of the legal grounds, are subject to a limitation period of one year at the latest, except in the case of culpable, wilful or fraudulent conduct, in which case the statutory limitation periods apply.

4. Exclusions of liability under these T&C do not apply to claims under the Product Liability Act (ProdHaftG).

#### **Sec. 8 Reservation of title**

1. We reserve title to all goods supplied by us or our distributors until all claims arising from the business relationship with the customer have been settled in full.

2. Notwithstanding our assertion of our reservation of title, the contract remains in force unless we expressly declare our withdrawal from the contract.

3. The customer is obliged to treat the goods subject to reservation of title with care; in particular, the customer is obliged to insure the goods sufficiently at replacement value against fire, water damage, theft and similar risks at its own expense. The customer hereby assigns to us all claims against insurance companies or other parties liable to pay compensation arising from a claim relating to the goods subject to reservation of title. The customer is obliged to notify the insurer of the assigned claim without delay.

4. The customer is entitled to resell the purchased goods in the ordinary course of business. The customer hereby assigns to us all claims with all ancillary rights up to the amount of our claims against them arising from the resale to its customers or third parties, irrespective of whether the purchased goods have been resold without or after processing and irrespective of whether the resale has been made to one or more customers ("extended reservation of title"). We accept this assignment. If the purchased goods are resold, the customer must include our name on copies of invoices, delivery notes or other documents in accordance with the delivery note.

5. If the customer resells the goods subject to reservation of title together with other items and issues a single invoice, the customer hereby assigns to us the purchase price claim against the purchaser only up to the amount of the invoice for the goods subject to reservation of title including the statutory value added tax. We accept this assignment. If the goods subject to reservation of title are not listed separately in this

invoice, the assignment applies to the amount of the price we would have charged the customer at the time of delivery. If the customer does not distinguish between the goods subject to reservation of title and other services provided in connection therewith, the entire claim is deemed to have been assigned to us.

6. Subject to revocation by us, the customer remains authorised to collect the relevant claims in its own name even after the assignment. This authorisation does not affect our own right to collect. In particular, as long as the customer meets its payment obligations, is not in payment default, has not filed an application for insolvency proceedings or such an application has otherwise been filed or dismissed for lack of assets, has not ceased to make payments and there has been no change in the company ownership as a result of payment difficulties, we undertake not to collect the claims.

7. The customer's authorisation to resell the goods and to collect the corresponding claims lapses if it fails to meet its payment obligations, defaults in payment, files a petition for the institution of insolvency proceedings or if such a petition is otherwise filed or dismissed for lack of assets, ceases to make payments or if the ownership of the company changes as a result of payment difficulties. In this case, we are also authorised to assert the claims directly against the customer's customers. The customer permits us to take all measures in the customer's business that we consider appropriate and necessary to protect and enforce our rights under the reservation of title and, in particular, grants us access to the relevant documents and provides information on the inventory for the goods subject to reservation of title. If the customer does not immediately comply with our request to notify its obligors of the assignment and to demand payment to us, we are entitled to do so on the customer's behalf.

8. If the customer sells the reserved goods in accordance with the agreed upon resale authorisation and subsequently collects the relevant claim from the buyer before fully satisfying our claim regarding the reserved goods in question, the customer is responsible for transferring the amount of the claim into a separate escrow account. The customer is only entitled to collect the claim amount from the escrow account if it has access to once our claim against the customer has been settled in full.

9. If the authorisation to resell expires, we are entitled to demand the return of the reserved goods from the customer without delay. We are also entitled to obtain direct possession of the reserved goods, also by means of an authorised representative, should this be necessary. In this case, the customer has no right of retention. The customer undertakes to grant us or our authorised representative access to its business premises for the purpose of taking possession of the reserved goods and, if necessary, to inspect its business documents. The customer is responsible for the costs incurred in taking possession. In any case, we are entitled to deduct a flat-rate cost reimbursement amount of 10% of the credited amount from the credit note. The customer is at liberty to prove that the costs of returning the goods were lower or that the value of the goods was lower.

10. The customer is obliged to notify us of any impairment of our ownership rights by third parties (seizure, etc.) before such impairment occurs and must confirm our ownership rights in writing to both the third party and to us. The customer is required to immediately notify us of any interference or impairment to our property.

11. The customer is not permitted to pledge or assign the reserved goods to third parties as security. Should the customer wish to sell or assign outstanding receivables, representing at least partial receivables from our business relationship, by way of a purchase of receivables, in particular by factoring, the customer must first obtain our written consent. The customer hereby assigns to us any and all claims against the factor that may arise from the factoring process in relation to the outstanding balance from the business relationship with the customer. If our claims are disputed by the customer or if there are any other uncertainties regarding our entitlement, the customer is to instruct the factor to pay any amounts due up to the amount of our balance into an escrow trust account to be named by us.

12. The reservation of title does not affect the customer's liability for any loss or deterioration of the goods subject to reservation of title in accordance with the relevant statutory provisions.

13. We undertake to release the securities to which we are entitled at the customer's request to the extent that the realisable value of the securities exceeds the claims to be secured by more than 10%.

14. Upon fulfilment of all claims arising from the business relationship, the retention of title expires and the ownership of the reserved goods is transferred to the customer.

#### **Sec. 9 Place of performance, jurisdiction**

Unless otherwise stated in the contract, the place of performance and payment is our registered office. The exclusive place of jurisdiction is the court responsible for our registered office. German law also applies to contractual relationships with entrepreneurs, to the exclusion of the UN Convention on Contracts for the International Sale of Goods, unless otherwise agreed in individual cases.

#### **Sec. 10 Limitation of own claims**

Notwithstanding Sec. 195 of the German Civil Code (BGB), our claims for payment become statute-barred in five years. Sec. 199 of the German Civil Code (BGB) applies with regard to the commencement of the limitation period.

#### **Sec. 11 Links to other websites**

We cannot guarantee the accuracy or completeness of the content or data security of third-party websites that we refer to or link to from our website. As we have no influence over whether third parties comply with data protection regulations, we advise you to check each of the data privacy statement declarations provided.