General Terms and Conditions of Sale

International · Transactions with customers outside Germany

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These terms and conditions apply exclusively to entrepreneurs, legal entities under public law and special funds under public law having their registered office outside the Federal Republic of Germany. For customers in Germany, the General Terms and Conditions of Sale – National apply.

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1. Scope, Formation of Contract, Form

1.1 These terms and conditions apply to all contracts, agreements and arrangements concerning deliveries and services ("**Transactions**") of GTC GmbH ("**GTC**") with customers whose registered office or whose contracting establishment is located outside the Federal Republic of Germany, or where the agreed place of destination lies outside the Federal Republic of Germany. For Transactions with customers in Germany, the General Terms and Conditions of Sale – National apply, available at **www.gtc-electronics.com/agb/terms-of-sale/**.

1.2 A customer within the meaning of these terms and conditions ("**Customer**") is only a person acting in the exercise of a commercial or self-employed professional activity, as well as legal entities under public law and special funds under public law. GTC does not supply consumers. GTC and the Customer are jointly referred to as the "**Parties**". Where a continuing business relationship exists, these terms and conditions also apply to all future Transactions between the Parties without any need for renewed reference to them.

1.3 Any terms and conditions of the Customer are excluded unless GTC has expressly acknowledged or agreed to them in text form or unless they correspond to GTC's terms and conditions; this applies even where GTC performs the Transaction without reservation in the knowledge of conflicting terms. Silence by GTC in response to a letter of the Customer referring to the Customer's terms or confirming the content of the contract does not constitute consent.

1.4 A contract is formed upon GTC's order confirmation in text form (including by electronic data interchange); in case of doubt, the nature and scope of the Transactions are determined by GTC's order confirmation. In the absence of an order confirmation, the contract is formed on the basis of these terms and conditions and GTC's offer if the Customer accepts deliveries or services without reservation.

1.5 Deviations from these terms and conditions upon formation of the contract require text form; the same applies to any deviation from this form requirement and to amendments and supplements after formation of the contract. No verbal side agreements exist.

1.6 These terms and conditions are published in German and in English at **in German at www.gtc-electronics.com/agb/verkaufsbedingungen-international/ and in English at www.gtc-electronics.com/agb/terms-of-sale-international/** and carry a version number. The version applicable to the individual Transaction is the one referred to in GTC's offer or order confirmation. The relationship between the language versions is governed by the clause on the language of the contract.

1.7 The GTC Extended Terms and Conditions (ETC), including the Code of Conduct for Business Partners and the automotive-specific requirements, apply in addition. Unless expressly agreed otherwise, the following order of precedence applies in the event of conflict: express individual agreement, GTC's order confirmation, ETC, these terms and conditions.

2. Offers, Reservation of Changes, Rights in Documents, Confidentiality

2.1 All offers are subject to confirmation; the documents belonging to the offers, such as illustrations, drawings and statements of weight and dimensions, are non-binding approximate values unless expressly designated as binding. Where details of an offer are expressly designated as binding, the Customer may place an order within 30 calendar days of receipt of the offer; the decisive point in time is its receipt by GTC.

2.2 Changes to the technical design are permissible provided that they do not result in a material change of function or that the Customer demonstrates that the change is unreasonable for it. Unreasonableness is excluded where the change constitutes a technical improvement or is required by customary expectations or by statutory or regulatory requirements.

2.3 GTC reserves exclusively its unrestricted ownership, its comprehensive rights and all rights of exploitation in the offers, cost estimates, drawings, illustrations, models, plans and other documents relating to the Transactions, as well as in information in tangible and intangible, in particular electronic, form and in all data, experience, knowledge, inventions, industrial property rights, designs, samples and trademarks (all of the foregoing "**Information**").

2.4 All Information that is not in the public domain must be treated as confidential and must not be made accessible to third parties. The obligation of confidentiality continues for five years after termination of the business relationship. Tangible Information must be returned at any time upon request and, at the latest, without delay if no Transaction comes about; electronic Information must be deleted without delay. GTC may require evidence of deletion in the form of a deletion record.

2.5 GTC owes freedom of the deliveries and services from third-party industrial property rights only for the country which was agreed as the country of destination upon formation of the contract or which was known to GTC at that time. Where GTC manufactures on the basis of drawings, models, specifications or other requirements of the Customer, the Customer warrants that no third-party industrial property rights are thereby infringed and shall indemnify GTC against all third-party claims and the costs of legal defence.

3. Prices, Taxes and Charges, Payment, Payment Security

3.1 GTC's prices are quoted in EURO and on the basis of the standard trade term FCA GTC plant Süßen (Incoterms 2020), exclusive of value added tax, customs duties and other charges and exclusive of special packaging. Where a deviating trade term has been agreed for a Transaction, prices are quoted on that basis; the resulting additional or reduced costs are to be taken into account in determining the price.

3.2 A currency other than EURO applies only if expressly agreed. In that case, if the exchange rate of that currency against the EURO changes by more than five per cent to the detriment of GTC between the date of formation of the contract and the due date, either Party may demand an adjustment of the price by the excess portion of the exchange rate movement. The reference rate published by the European Central Bank is decisive.

3.3 Value added tax, sales tax, excise duties, customs duties, import charges, fees and other levies arising outside the Federal Republic of Germany are borne by the Customer. The Customer shall provide GTC, without being requested to do so and in good time, with all evidence required for the tax exemption of an export delivery or an intra-Community supply, in particular the value added tax identification number, export evidence and entry certificates. If such evidence is not provided or not provided in good time, GTC is entitled to charge the applicable tax subsequently.

3.4 Payments to GTC shall be made without any deduction. If the Customer is obliged under the law of its country of domicile to withhold withholding taxes or comparable deductions from the payment, the amount owed shall be increased by the amount withheld so that GTC receives the agreed amount in full. The Customer shall duly remit the amounts withheld and shall provide GTC, within 60 days, with an official tax certificate suitable for credit or refund under the applicable double taxation treaty. Upon request, GTC shall provide the Customer with a certificate of residence issued by the German tax authorities and shall cooperate in any exemption procedure. To the extent that GTC actually obtains a credit or refund, GTC shall reimburse the corresponding portion of the increase amount to the Customer.

3.5 GTC's payment claims fall due upon formation of the contract and are payable even before GTC has performed in full. Unless advance payment or another payment arrangement has been agreed, payments shall be made within 14 days of the invoice date net without deduction before default occurs. Timeliness is determined by unconditional credit to GTC's account. The Customer shall raise objections to invoices within 14 days of receipt of the invoice; otherwise the invoice is deemed approved.

3.6 The Customer bears all costs of the payment transfer, including the fees of the instructed bank, the correspondent banks and the receiving bank; payments shall be instructed accordingly. Cheques and bills of exchange are accepted only on the basis of an express agreement and only on account of performance; they are deemed payment only upon value date of the day on which GTC is able to dispose of the countervalue.

3.7 If GTC renders its deliveries and services more than four months after formation of the contract and the cost base underlying GTC's price quotations subsequently increases or decreases significantly, GTC is entitled to adjust its price appropriately. A significant change of the cost base exists in particular where, through no fault of GTC, the prices for labour, supplied goods, materials, energy or freight increase, where customs duties, import fees or other charges rise, or where currency parities change

severely to GTC's detriment as against the conditions prevailing on the date of formation of the contract. A price adjustment on account of a cost increase is appropriate if its extent remains within the cost increases that have occurred. Upon request, GTC shall disclose the underlying reasons to the Customer. If the price adjustment results in an increase of more than 20 per cent and GTC does not comply within two weeks with a request by the Customer in text form to limit the adjustment to 20 per cent, the Customer is entitled to withdraw from the contract without delay; the Customer has no further claims.

3.8 GTC is entitled to make the rendering of deliveries and services conditional upon a payment security, at GTC's option in the form of advance payment, an irrevocable documentary credit confirmed by a bank in the European Union, a bank guarantee payable on first demand, or sufficient cover under a trade credit insurance. The costs of the security are borne by the Customer. For deliveries and services with a value of EUR 50,000.00 or more, this right exists in any event.

3.9 If the Customer is in default of payment, GTC is entitled to charge default interest at nine percentage points above the applicable base rate published by the Deutsche Bundesbank and to charge reminder costs; GTC reserves the right to assert further damage caused by default. GTC is further entitled to withhold further deliveries and services, to make them conditional upon payment of all outstanding items, to switch generally to advance payment or to demand security; GTC is not obliged to take further measures to meet any delivery dates and quantities. The same applies if the Customer's financial position deteriorates to such an extent that satisfaction of GTC's claims appears to be at risk.

3.10 The Customer may assert a right of retention against claims of GTC only to the extent that it is based on undisputed claims, claims ready for decision or claims established by a final court judgment arising from the same contractual relationship. Set-off by the Customer is excluded unless the counterclaim has been established by a final court judgment, is ready for decision or is undisputed.

4. Delivery, Delivery Periods, Packaging, Force Majeure

4.1 The **standard trade term** for all Transactions under these terms and conditions is **FCA — Free Carrier, GTC plant Süßen, Siemensstrasse 4, 73079 Süßen, Germany (Incoterms 2020)**. It applies to every Transaction for which the Parties have not agreed otherwise under the following clause.

4.2 The Parties may agree a **deviating trade term** for individual Transactions, projects, products or customers. Such an agreement takes precedence over the standard trade term. It is effective if it is recorded in GTC's order confirmation or in a separate agreement in text form, stating the trade term, the named place and the version of the Incoterms. The deviating trade term applies only to the Transaction for which it was agreed; its agreement does not give rise to any claim to its application to future Transactions.

4.3 Trade terms are to be interpreted in accordance with the Incoterms 2020 unless the Parties have expressly agreed a different version. Where the applicable trade term and these terms and conditions govern the same matter differently, the trade term prevails as regards the allocation of costs, the passing of risk, carriage and export and import clearance; in all other respects these terms and conditions apply.

4.4 GTC is entitled to make partial deliveries and, where applicable, subsequent deliveries to a reasonable extent. Partial and subsequent deliveries are invoiced separately.

4.5 Stated delivery dates and delivery periods are non-binding unless expressly designated as binding by GTC. Compliance with particular delivery periods and delivery dates is subject to GTC itself being supplied correctly and in good time, provided that GTC cannot be charged with gross negligence in the selection of suppliers or in the specific procurement. If delays become apparent, GTC shall inform the Customer as soon as possible.

4.6 The Customer shall provide GTC with regular forecasts of its anticipated requirements in order to enable GTC to prepare for possible orders. The forecasts do not create any obligation to purchase unless agreed otherwise.

4.7 Unless agreed otherwise, a delivery period commences only upon receipt of all documents required for processing the order and upon clarification of all technical and commercial questions between the Parties. The delivery period further depends on the provision of any required official certificates and

permits, including export and import licences, on the opening of an agreed documentary credit, on payment of an agreed advance payment or security, and on other acts of cooperation by the Customer. Delivery periods are extended by the period during which the Customer fails to fulfil its contractual obligations and acts of cooperation.

4.8 GTC delivers in packaging customary in the trade. Seaworthy, airworthy or container-suitable packaging, preservation and special load securing are owed only upon express agreement and against separate remuneration. Packaging made of solid wood complies with International Standard for Phytosanitary Measures No. 15. Disposal of the packaging in the country of destination is incumbent upon the Customer.

4.9 GTC shall notify the Customer of readiness for despatch. The Customer shall collect the goods, or have them collected, within five working days of receipt of the notification unless agreed otherwise.

4.10 The delivery period is extended appropriately — including during a period of default — upon the occurrence of force majeure and of all unforeseeable impediments arising after formation of the contract for which GTC is not responsible, by the duration of the impediment. This also applies where such circumstances occur at GTC's suppliers or their upstream suppliers. Such circumstances include in particular natural events, epidemics and pandemics as well as official measures based on them, war and armed conflict, terrorist attacks, attacks on information systems, monetary and trade policy measures, embargoes, sanctions as well as the refusal, revocation or delayed granting of official permits, strike and lockout, shortages of energy and raw materials, market-related problems in procuring materials and goods, import and export prohibitions, and the closure or substantial impairment of transport routes, ports, canals and transhipment points.

4.11 GTC shall inform the Customer of the beginning and end of such impediments as soon as possible. The Customer may require GTC to declare whether it will withdraw from the contract with effect for the Transactions not yet performed or will deliver within a reasonable period. If GTC does not make such declaration in good time, the Customer may itself withdraw from the contract with effect for the Transactions not yet performed. GTC may withdraw without any request by the Customer if the impediments delay the rendering of deliveries and services by more than four months. Any payment of damages by GTC is excluded in these cases. Reversal of deliveries and services already rendered is considered only if the Customer has no interest in them.

4.12 In the event of non-performance or delay, the Customer must set GTC a reasonable additional period. If the Customer acquires a claim for damages as a result of a delay by GTC, such claim is limited to the damage foreseeable at the time of formation of the contract, but to a maximum of five per cent of the value of the outstanding partial or total delivery to the extent that, as a result of the delay or non-delivery, it cannot be used by the Customer in good time or in accordance with the contract. This limitation does not apply to the extent that GTC is liable without limitation for intent or gross negligence under these terms and conditions.

4.13 If delivery or performance becomes impossible for GTC, the Customer may withdraw from the contract with effect for the Transactions not yet performed without setting a period. In such a case GTC may likewise withdraw with effect for the Transactions not yet performed, provided that it is not responsible for the impossibility. The Parties may also withdraw with effect for Transactions already performed if there is no interest in the partial performance. Where GTC is responsible for the impossibility, the liability regime of these terms and conditions applies.

4.14 A reasonable additional period amounts — except in the case of imminent danger — to at least half of the original delivery period and not less than 20 working days; in the case of imminent danger the period must amount to at least 10 working days. Working days within the meaning of these terms and conditions are Monday to Friday with the exception of the public holidays applicable at GTC's registered office.

5. Default of Acceptance

5.1 For the duration of a default of acceptance by the Customer, including in the case of delayed call-offs or delayed collection, GTC is entitled, without prejudice to other rights, to store the goods at the Customer's cost and risk; GTC may also instruct a forwarding agent for storage. The same applies

where GTC is entitled to withhold delivery on account of outstanding payments, a deterioration in the Customer's financial position or a missing payment security.

5.2 GTC is entitled to reimbursement of the necessary additional expenses in the amount actually incurred, in particular to reimbursement of storage, handling and insurance costs as well as demurrage and detention charges for the delayed return of containers. Further statutory rights of GTC remain unaffected.

5.3 GTC may request the Customer to accept or call off the goods, withdraw after a reasonable additional period and assert rights on account of non-performance; without prejudice thereto, GTC may claim liquidated damages amounting to 25 per cent of the contractually agreed price for the goods not accepted or not called off. The Customer remains entitled to prove that no damage or only lesser damage has occurred.

5.4 If the Customer is in default of acceptance and impossibility or incapacity occurs at GTC during that period, or if the Customer is solely or predominantly responsible for such circumstances, the Customer remains obliged to render the counter-performance.

6. Passing of Risk

6.1 The passing of risk is governed by the trade term applicable to the Transaction. Under the standard trade term FCA GTC plant Süßen, the risk passes to the Customer upon handing over the goods to the carrier nominated by the Customer at the Süßen plant. Where a deviating trade term has been agreed, the passing of risk provided for therein applies. The risk further passes as soon as the Customer is in default of acceptance.

6.2 GTC takes out transport insurance only upon express instruction and at the Customer's cost. Taking out transport insurance does not alter the allocation of risk.

6.3 Unless agreed otherwise, returns are made at the cost and risk of the Customer. In the case of returns, the Customer bears export clearance in the country of destination and provides the documents required for re-importation.

7. Retention of Title and Security

7.1 The retention of title serves to secure all existing and future claims of GTC against the Customer arising from the ongoing business relationship, including all balance claims from current account (hereinafter "**Secured Claims**").

7.2 All goods delivered by GTC remain the property of GTC until full payment of all Secured Claims. Such goods, and the goods taking their place under the following provisions, are hereinafter referred to as the "**Reserved Goods**".

7.3 To the extent permitted by the law applicable at the respective location of the goods, the following applies in addition: in the event of processing, combination or commingling of the Reserved Goods with goods of other origin, GTC acquires co-ownership of the new item in the ratio of the invoice value of the Reserved Goods to the value of the other goods at the time of processing; the co-ownership share is deemed to be Reserved Goods. The Customer hereby transfers to GTC by way of security its future ownership or co-ownership of the newly created item; GTC accepts this transfer.

7.4 To the extent permitted by the law applicable at the respective location of the goods, the Customer is entitled to resell the Reserved Goods in the ordinary course of business. For this case, the Customer hereby assigns to GTC by way of security the claims against its purchasers arising from the resale as well as all claims taking the place of the Reserved Goods, in particular insurance claims and claims in tort in the event of loss or destruction, including all balance claims from current account; GTC accepts this assignment. If the Customer resells the Reserved Goods together with other goods, the assignment applies only in the amount of the invoice value of the Reserved Goods. The Customer is revocably authorised to collect these claims.

7.5 If the law of the state in which the goods are located does not permit a retention of title in the agreed form, or permits it only subject to additional requirements, the Parties are deemed to have agreed the

security which comes economically closest to the retention of title under these terms and conditions and which is effective under the law applicable there. The Customer shall inform GTC without delay of the steps required for this purpose and shall cooperate at its own cost in all acts necessary for the creation, effectiveness, registration, publication or maintenance of the security, in particular in entries in public registers, in notarisations, in notifications to third parties and in the marking of the goods.

7.6 If effective security cannot be achieved under the preceding clause, the Customer shall, upon request, provide GTC with other equivalent security for as long as the goods have not been paid for in full; a bank guarantee payable on first demand, a confirmed documentary credit or a transfer of title by way of security are deemed equivalent in particular.

7.7 The Customer may not move the Reserved Goods to a state other than the agreed state of destination without GTC's prior consent in text form.

7.8 The Customer shall store the Reserved Goods for GTC free of charge and handle them with care. It shall insure them at its own cost against damage by fire, water and theft to a sufficient extent at replacement value and shall carry out in good time, at its own cost and through qualified personnel, the maintenance and inspection work required for proper care, provided that the costs thereby incurred remain within the customary range. Before full payment of the Secured Claims, the Reserved Goods may neither be pledged to third parties nor transferred by way of security.

7.9 In the event of seizure, attachment or other access by third parties to the Reserved Goods, the Customer shall point out GTC's ownership without delay, notify GTC thereof in text form and support GTC in enforcing its rights. The Customer bears all judicial and extrajudicial costs which must be incurred in order to lift the access and to recover the Reserved Goods, to the extent that they cannot be obtained from third parties.

7.10 If the Customer fails to fulfil its obligations, in particular if it is in default of payment,

- GTC may prohibit the resale as well as the processing and combination of the Reserved Goods;
- GTC may withdraw from the contract after setting a reasonable additional period; the taking back of the goods does not constitute a withdrawal unless GTC has expressly declared it; in the event of withdrawal, the Customer's right of possession lapses and GTC may demand surrender of the Reserved Goods, enter the business premises by arrangement with the Customer, take possession of the goods at the Customer's cost and realise them in the best possible manner, by private sale or auction, without prejudice to the Customer's payment obligations; GTC shall credit the proceeds, after deduction of costs, against the Customer's liabilities and pay out any surplus;
- the Customer shall, upon request, inform GTC of the names of the debtors of the assigned claims so that GTC may disclose the assignment and collect the claims; all proceeds to which GTC is entitled shall be forwarded to GTC without delay upon receipt as soon as claims of GTC fall due;
- GTC is entitled to revoke the authorisation to collect.

7.11 If the realisable value of the securities existing for GTC exceeds the Secured Claims by more than ten per cent in total, GTC shall release securities of its choice at the Customer's request.

8. Foreign Trade Law, Sanctions, Customs and Origin

8.1 Performance of the contract is subject to the condition that no impediments arising from foreign trade law stand in its way. These include in particular export, transfer and import licensing requirements as well as embargoes and sanctions of the European Union, the Federal Republic of Germany, the United Nations and the United States of America. If required permits are not granted, are not granted in good time or are granted only subject to conditions, or if they are revoked, GTC is released from its obligation to perform to that extent and is entitled to withdraw from the contract; in these cases the Customer has no claims on account of non-delivery or delay.

8.2 The Customer represents that neither it nor its direct or indirect shareholders, its officers, its agents, its customers or the intended end users are listed on a sanctions or prohibition list of the legal systems named in the preceding clause, or act on behalf of a listed person. The Customer shall notify GTC of any change without delay. GTC is entitled to verify compliance with this representation and to request information and evidence for that purpose.

8.3 The Customer shall not use the goods delivered, directly or indirectly, for armaments, nuclear or weapons-related purposes, shall not make them available for such use and shall not deliver them to a country subject to an embargo. The Customer shall comply with the re-export regulations of the United States of America to the extent that the goods or parts thereof are subject to those regulations. Upon request, the Customer shall provide an end-use statement and inform GTC of the end user and the intended use.

8.4 Under the standard trade term FCA GTC plant Süßen, GTC carries out export clearance. For this purpose the Customer shall inform GTC in good time of the consignee, the place of destination, the end user and the particulars required for the declaration, and shall nominate the carrier. Where a deviating trade term has been agreed, the allocation of responsibility provided for therein applies; if the Customer thereby assumes export clearance, it shall transmit the export evidence to GTC without delay and without being requested to do so.

8.5 Unless expressly agreed otherwise, the Customer is responsible for import clearance in the country of destination, for the payment of customs duties, import value added tax and other import charges, and for compliance with the regulations applicable in the country of destination concerning approval, registration, marking, product safety and accompanying documents, including the language thereof.

8.6 Statements by GTC concerning the customs tariff number, the commercial origin and the export list number are non-binding unless expressly confirmed in text form. GTC issues preferential proofs of origin and supplier's declarations only where this has been agreed and where the conditions for doing so are met. The Customer shall use such documents only for the consignment to which they relate.

8.7 The Customer shall indemnify GTC against all claims, fines, sanctions and costs arising from a breach by the Customer of the obligations under this clause, and shall compensate GTC for the resulting damage.

9. Warranty

9.1 The Customer shall examine the deliveries and services without delay after delivery at the place of destination for conformity with the contract, in particular for completeness, quality and transport damage. Apparent deviations, defects and damage must be notified without delay and at the latest within 10 working days of delivery, hidden defects within 10 working days of discovery, but in every case before expiry of the limitation period. The notice requires text form and a detailed description of the defect; otherwise the warranty lapses. Transport damage must additionally be notified to the carrier and the rights against the carrier must be preserved.

9.2 GTC assumes no warranty for unsuitable or improper use, defective assembly or improper commissioning by the Customer or third parties, natural wear and tear, defective or negligent handling or storage, improper maintenance, defective construction work, substitute materials, or chemical, electrochemical or electrical influences, unless GTC is responsible for them. The same applies to impairments attributable to the climatic conditions at the place of destination or to deviating mains voltages, frequencies or ambient conditions, unless these were communicated to GTC upon formation of the contract and were agreed.

9.3 The warranty applies only in the case of material defects. Defects are material if they impair the fitness or value of the delivery to such an extent that it cannot be used for the quality or use specified in the contract. In the case of immaterial defects, only a reduction of the price is available where a defect has not been remedied by subsequent performance.

9.4 Deliveries which are defective upon the passing of risk will, at GTC's option, be repaired or replaced free of defects ("**subsequent performance**"). The place of subsequent performance is the GTC plant in Süßen. Upon request and in coordination with GTC, the Customer shall make the goods complained of available there; GTC bears the costs of despatch and return to the extent that the notice of defect is justified. Additional costs arising from the fact that the goods have been moved after delivery to a place other than the agreed place of destination are borne by the Customer. GTC does not bear the costs of removal and installation or of dismantling and fitting defective and subsequently performed deliveries.

9.5 The Customer shall, after consultation, grant GTC the time and opportunity required for subsequent performance; otherwise the warranty lapses. Only if subsequent performance fails, or in urgent cases of danger to operational safety or in order to avert disproportionately large damage ("**imminent danger**"), is the Customer entitled, after prior consultation with GTC and after granting a short period for subsequent performance, to remedy the defect itself or have it remedied by third parties and to claim reimbursement of the necessary expenses.

9.6 Subsequent performance is deemed to have failed only after three unsuccessful attempts. Parts replaced under the warranty become the property of GTC. The warranty provisions of these terms and conditions apply anew to replaced parts, unless the replacement was made as a goodwill gesture.

9.7 Where the Customer is entitled under these terms and conditions to withdraw from the contract, it must declare this within ten working days of the occurrence of the conditions; otherwise only reduction and damages in accordance with these terms and conditions are available to it.

9.8 Claims on account of material defects and defects of title become time-barred twelve months after the passing of risk; the longer statutory period is excluded to that extent. Where acceptance has been agreed, the period commences upon acceptance. For goods which have been used in accordance with their customary manner of use for a building and have caused its defectiveness, the period is five years from delivery. The foregoing periods also apply to contractual and non-contractual claims for damages of the Customer which are based on a defect of the goods. Claims on account of fraudulently concealed defects, on account of intent or gross negligence, on account of injury to life, body or health, arising from a guarantee assumed by GTC and claims under product liability law become time-barred in accordance with the statutory periods.

9.9 Recourse claims of the Customer within a supply chain exist only to the extent provided for by mandatory law and only if the Customer has not agreed with its purchaser anything going beyond the statutory claims for defects.

10. Liability

10.1 GTC is liable for damage suffered by the Customer — on whatever legal grounds — only in the case of intent, gross negligence of its executive bodies or senior employees, culpable injury to life, body and health, fraudulently concealed defects, defects the absence of which GTC has guaranteed, assumption of a procurement risk, and to the extent that liability for personal injury and damage to property arises under product liability law.

10.2 In the case of slightly negligent breach of material contractual obligations by GTC, GTC is liable only to a limited extent, namely for the damage typical for the contract and reasonably foreseeable. Material contractual obligations are obligations the fulfilment of which is essential to the proper performance of the contract in the first place and on the observance of which the Customer may regularly rely.

10.3 In cases other than those stated above, liability of GTC for breaches of duty is excluded.

10.4 To the extent that GTC is not liable without limitation under the foregoing provisions, GTC is not liable for indirect damage and consequential damage, in particular not for loss of profit, loss of production, business interruption, loss of use, the costs of a recall, the costs of removal and installation, or for contractual penalties and liquidated damages owed by the Customer to third parties.

10.5 To the extent that GTC is not liable for intent, for injury to life, body or health or under product liability law, liability is limited in amount to the amounts set out in **Annex 1 (Liability Caps and Insurance Cover)**. Annex 1 forms part of these terms and conditions. The version of Annex 1 in force upon formation of the contract is decisive; subsequent amendments do not affect contracts already concluded.

10.6 Deviating caps and deviating insurance cover may be agreed for individual projects, products or customers in the order confirmation or in a separate agreement; these take precedence over the general amounts in Annex 1. Upon request, GTC shall provide evidence of the underlying insurance cover.

10.7 Where recall cost cover exists for a project under Annex 1 or under a separate agreement, the exclusion of recall costs under the clause on indirect damage does not apply to that extent. Liability for

recall costs is in that case limited to the sum insured stated per individual case and per insurance year. This is subject to the condition that the Customer informs GTC without delay of an imminent or ordered recall, gives GTC the opportunity to comment and to agree the scope before measures are initiated, and cooperates in establishing the cause. Recall measures initiated without such coordination do not give rise to any claim for reimbursement unless prior coordination was impossible on account of danger to life and limb.

10.8 GTC is liable for impossibility only if it was aware of the impossibility upon formation of the contract or was unaware of it as a result of gross negligence or intent.

10.9 To the extent that liability of GTC is excluded or limited, this applies equally to the personal liability of its employees, staff, representatives and vicarious agents.

10.10 Claims for damages against GTC for which liability is limited under these terms and conditions become time-barred one year after the claim arises and the Customer becomes aware thereof.

11. Compliance, Code of Conduct, Data Protection

11.1 The Customer shall observe the laws applicable at the place of its activity and the principles of GTC's Code of Conduct. It shall refrain from any form of corruption, granting of advantages and anti-competitive arrangement and shall respect human rights, internationally recognised labour standards and applicable environmental regulations. The Customer shall cooperate in enabling GTC to fulfil its own due diligence obligations in the supply chain and shall provide GTC with the information required for that purpose upon request.

11.2 If the Customer materially breaches the obligations under the preceding clause and fails to remedy the breach within a reasonable period after being requested to do so by GTC, GTC is entitled to withdraw from the contracts concerned or to terminate the business relationship with immediate effect; the Customer has no claims on account of the termination.

11.3 The Parties process personal data only within the framework of performing the Transactions and in accordance with the applicable data protection provisions, for GTC in particular the General Data Protection Regulation. Personal data are transferred to states outside the European Union only on a permissible legal basis. Each Party fulfils the information obligations incumbent upon it towards the data subjects itself.

12. Applicable Law, Dispute Resolution, Place of Performance

12.1 These terms and conditions and all Transactions between the Parties are governed exclusively by the 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 and to the exclusion of the conflict-of-law rules of private international law to the extent that they would lead to the application of another law.

12.2 If the Customer has its registered office in a Member State of the European Union, in a Contracting State of the Agreement on the European Economic Area, in Switzerland or in the United Kingdom, the court having jurisdiction for GTC's registered office has exclusive jurisdiction for all disputes arising out of or in connection with the Transactions. GTC is also entitled to bring proceedings at the Customer's registered office.

12.3 If the Customer has its registered office outside the states named in the preceding clause, all disputes arising out of or in connection with the Transactions shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The place of the arbitration proceedings is Munich, Federal Republic of Germany. The language of the proceedings is English. The arbitral tribunal consists of one arbitrator; if the amount in dispute exceeds EUR 500,000.00, three arbitrators shall decide.

12.4 This does not affect the right of either Party to apply to a state court for interim or protective relief, nor the right of GTC to pursue undisputed payment claims, or payment claims established by a final court judgment, in judicial order-for-payment or enforcement proceedings.

12.5 The place of performance for all deliveries and services of GTC as well as for payments of the Customer is the GTC plant, Siemensstrasse 4, 73079 Süßen, Germany.

13. Miscellaneous

13.1 These terms and conditions are published in German and in English. **Both language versions apply in their own right; neither takes precedence over the other.** For the individual Transaction, the version applies to which GTC's offer or order confirmation refers and which has been made accessible to the Customer. Where one language version deviates from the other, the version used for the Transaction concerned applies as worded; GTC bears the risk of a deviating translation.

13.2 These terms and conditions including their annexes, GTC's offer and order confirmation and the further sets of rules expressly incorporated reflect the entire content of the agreement. Earlier arrangements, statements and documents relating to the same subject matter are superseded unless they are expressly maintained.

13.3 The Customer is not entitled to transfer rights or obligations under the contract or under these terms and conditions to third parties without GTC's consent in text form.

13.4 The Transactions do not give rise to any distribution, agency or exclusivity rights of the Customer. The Customer is not entitled to act in GTC's name or to make declarations on behalf of GTC.

13.5 Should one or more provisions of the contract or of these terms and conditions be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced retroactively by a provision which comes closest in content to the purpose of the intended provision.

ANNEX 1

Liability Caps and Insurance Cover

Version 1.1 · As of 12 October 2026

Kommentiert [GTC1]: Annex 1 is not published on the website. It forms part of the individual contract and must have been made available to the customer at the time of conclusion for the liability cap to take effect; it therefore belongs with every quotation.

This annex forms part of the General Terms and Conditions of Sale – International of GTC GmbH. It sets out the amounts to which GTC's liability is limited under the clause on liability caps. The version of this annex in force upon formation of the contract is decisive; subsequent amendments do not affect contracts already concluded.

1 General liability caps

Item	Amount
Liability per occurrence	500,000 EUR
Liability for all occurrences in a calendar year	1,000,000 EUR
Underlying cover	Public and product liability insurance of GTC GmbH, insurer Allianz Versicherungen AG

These amounts apply to all Transactions for which nothing deviating is set out in section 3 or in the order confirmation.

2 Recall cost cover

Liability for recall costs exists only to the extent that recall cost cover is stated for the project concerned. It is limited to the sums set out below. Where deviating cover is stated for a project in section 3, that cover prevails. No recall cost cover is currently in place. For automotive projects it is agreed with the customer on a project basis and stated in section 3 or in the order confirmation.

Item	Amount
Sum insured per individual case	not agreed
Sum insured per insurance year	not agreed
Deductible per individual case	not agreed
Insurer and policy	not agreed
Scope	not agreed

3 Project-specific deviations

Deviating caps apply to the projects, products or customers designated below. They apply only if the order confirmation refers to the relevant row.

Project, product or customer	Valid from	Liability per occurrence	Liability per calendar year	Recall per individual case	Recall per insurance year

In automotive projects, customers regularly require separate recall cost cover with its own sum insured per individual case and per insurance year. Such projects are to be listed individually in this table.

4 Evidence

Upon the Customer's request, GTC shall evidence the insurance cover underlying this annex by means of a confirmation from the insurer. Such evidence does not give rise to any independent claim of the Customer against the insurer.