

I. Validity of Conditions

These General Terms and Conditions of Business and Delivery (GTC) apply exclusively to all legal transactions of BFC Fahrzeugteile GmbH (BFC) with entrepreneurs and other persons within the meaning of § 310 BGB (German Civil Code). Deviating terms and conditions of our contractual partners shall only apply if they are expressly recognized by us in writing, even if we carry out the legal transaction without reservation in the knowledge of conflicting terms and conditions of our contractual partners.

II. Purchasing Conditions

2. Conclusion of Contract

- 2.1 Only orders placed in writing shall be valid. Verbal agreements require our written confirmation.
- 2.2 The order must be confirmed immediately and accepted as we have placed it.

3. Prices, Payment, Discount

- 3.1 The prices and discounts stated in the order are fixed prices, which in particular include the statutory value added tax and free delivery including packaging.
- 3.2 BFC shall make payments within 30 days with a 3 % discount, within 60 days strictly net.

4. Delivery Time, Transfer of Risk

- 4.1 The delivery time stated in the order is binding.
- 4.2 The supplier shall bear the material risk until acceptance of the goods by us or our agent at the place to which the goods are to be delivered.

5. Warranty

- 5.1 BFC's obligation to inspect and give notice of defects is limited to the quantity and transport damage. Our notification of defects shall be deemed timely if it is made within 5 working days after a defect becomes apparent.
- 5.2 Notwithstanding § 442 para. 1 sentence 2 BGB, we shall also be entitled to claims for defects if the defect remained unknown to us upon conclusion of the contract due to gross negligence.
- 5.3 Any liability exemptions or limitations of our suppliers are ineffective. The statutory provisions shall apply.

6. Product Liability, Property Rights

- 6.1 If the supplier is responsible for product damage, he shall indemnify us against any claims by third parties and bear all costs and expenses, including any legal action or recall action.
- 6.2 The supplier guarantees that no rights of third parties are infringed in connection with his delivery. If a claim is made against us by a third party for infringement of its rights, the supplier shall be obliged to indemnify us immediately against these claims and any expenses incurred in this connection.

III. Conditions of Sale

7. Conclusion of Contract

- 7.1 Our offers are subject to change and non-binding, unless their binding nature is expressly declared. Orders placed on the basis of our cost estimate and all orders placed by our customers shall only become binding upon our written confirmation. Should our order confirmation deviate from the customer's offer, the customer shall be obliged to object to our order confirmation in writing without delay, i.e. within 3 days at the latest, otherwise his silence shall be deemed to be acceptance of the deliveries and services listed in the order confirmation on the terms and conditions stated therein.

8. Delivery Time and Performance Time

- 8.1 Performance deadlines and times are only binding if they have been expressly confirmed by us as binding.
- 8.2 We are entitled to make partial and advance deliveries at any time, unless a uniform provision of services has been expressly agreed.
- 8.3 BFC reserves the right to exceed or fall short of the ordered delivery quantity by up to a maximum of 10%. Invoicing shall always be based on the quantity actually delivered.

9. Transfer of Risk and Shipping

- 9.1 The risk shall pass on to the customer as soon as the products have been handed over to the person carrying out the transportation or have left our factory for the purpose of shipment or readiness for shipment has been notified, even if carriage paid delivery has been agreed.
- 9.2 Insurance against transport damage shall only be taken out in the customer's name and at the customer's expense if expressly ordered by the customer.

10. Prices and Terms of Payment

- 10.1 The prices quoted by us are net ex works, excluding packaging, freight, customs, postage and transportation insurance. The statutory value added tax is not included in the prices.
- 10.2 Payments are to be made free of charge and without any deductions plus the applicable statutory VAT within 14 days of the invoice date.
- 10.3 In the event of default, we shall charge a reminder fee of € 2.50 per reminder letter as well as default interest of nine percentage points above the respective base interest rate of the European Central Bank (ECB), unless higher interest rates have been agreed. We reserve the right to claim further damages caused by default.
- 10.4 If the customer defaults on a payment, all other claims against the customer shall become due for payment immediately.
- 10.5 The customer shall bear all fees, costs and expenses incurred in connection with any successful legal action against him outside Germany.
- 10.6 The offsetting of the customer's counterclaims against our claims is excluded, unless the counterclaim is recognized or legally established. The customer shall only be entitled to a right of retention insofar as it is based on the same contractual relationship.
- 10.7 We reserve the right to assign claims against the customer to a third party.

11. Reservation of Title

- 11.1 We reserve title to our goods until receipt of all payments arising from the contractual relationship with our customer.
- 11.2 If the delivery items are processed or transformed by the customer, this shall always be done for us as the manufacturer, but without any obligation on our part. If our ownership expires as a result of combining, mixing or processing with other items not belonging to us, the customer's ownership of the uniform item shall pass to us in proportion to its value (invoice value). The customer shall keep the property free of charge.
- 11.3 The customer is entitled to process and sell the reserved goods in the ordinary course of business as long as he is not in default. Pledges or transfers by way of security are not permitted. Claims relating to the goods subject to retention of title which the customer acquires from a resale or on any other legal grounds are hereby assigned to us in full by way of security.
- 11.4 The customer must take the necessary measures to safeguard our retention of title. In the event of access by third parties to the reserved goods, the customer shall draw attention to our ownership and inform us immediately.
- 11.5 If the customer acts in breach of contract, in particular in the event of default in payment, we shall be entitled to take back the goods subject to retention of title. Taking back the goods does not constitute a withdrawal from the contract unless we have expressly declared this. After taking back the goods, we shall be authorized to sell them; the proceeds of the sale shall be set off against the customer's liabilities - less reasonable selling costs.

12. Claims for Defects, Liability

- 12.1 Our liability is limited to intent and gross negligence, unless we are responsible for the breach of a material contractual obligation; in this case, our liability is limited to the foreseeable damages typical for the contract.
- 12.2 The amount of our liability is limited to the liability insurance sum of € 2 million.
- 12.3 The limitations of liability shall not apply to our liability for intentional conduct, for expressly guaranteed characteristics, under the Product Liability Act or for damages resulting from injury to life, limb or health.

13. Force Majeure

Force majeure (e.g. pandemic-related restrictions), operational disruptions, delays in delivery by upstream suppliers, shortages of raw materials, energy, labor, strikes, lockouts, difficulties in procuring means of transport, traffic disruptions, orders by government agencies or the absence of official or other permits required for the performance of the service shall release us from the obligation to perform for the duration of the Disruption and to the extent of its effect.

14. Tools

Tools always remain our property even if the customer contributes to the manufacturing costs.

IV. Final Provisions

- 15.1 The law of the Federal Republic of Germany shall apply to all our legal transactions. The application of the UN Convention on Contracts for the International Sale of Goods of 11.04.1980 is excluded.
- 15.2 If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive local and material place of jurisdiction for all disputes arising from legal relationships with us shall be the registered office of BFC.
- 15.3 Should any provision of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. The ineffective provision shall be replaced by a provision which the contracting parties would have agreed in accordance with the economic objectives of these GTC if they had been aware of the ineffectiveness; the same shall apply in the event of a loophole.

As of June 2025