

General terms and conditions of sale, delivery and payment („GTC“)

Status 01.06.2026



– Preamble –

These GTC are applied by the following companies of the GEDORE Group:

GEDORE Torque Solutions GmbH

(Registered office: Vaihingen an der Enz)

1. Scope

- 1.1 Our deliveries, services and offers are made exclusively in accordance with our General Terms and Conditions of Sale (GTC), dated 1 June 2026. We do not accept any terms and conditions of the customer that conflict with or deviate from our GTC, unless we have expressly agreed to their validity in writing. Our GTC shall also apply if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our GTC. Any deviating terms and conditions of the customer shall only apply with our express written consent (Section 305c of the German Civil Code (BGB)).
- 1.2 The following General Terms and Conditions apply only in relation to businesses within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

2. Offers and conclusion of contract

- 2.1 Our offers are subject to change and non-binding. The order for the goods placed by the customer shall be deemed a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this offer to enter into a contract within one (1) week of receiving it. A contract shall only come into effect upon our written order confirmation, which may also be made by email or other text-based communication, or upon delivery.
- 2.2 We reserve ownership rights and copyright to illustrations, drawings, calculations and other documents. This also applies to written documents designated as "confidential". The customer must obtain our express written consent before passing them on to third parties. At our request, the customer shall return these items to us in full and destroy any copies made if they are no longer required by the customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

3. Custom-made products and forged parts

- 3.1 The documents supplied by the customer (specifications, drawings, samples, models or the like) shall be binding on us; the customer shall be liable for their accuracy, technical feasibility and completeness, we are not obliged to verify them.
- 3.2 In the case of custom-made products and forged parts, we reserve the right to deliver up to 10% more or less than the order quantity.

4. Prices

- 4.1 Unless otherwise stated in the order confirmation, our prices are FCA Vaihingen/Enz works (in accordance with Incoterms 2020 or the current version). Deliveries to third parties shall not be made unless this has been expressly agreed.
- 4.2 All prices are net prices. Costs for postage, transport and packaging, and any installation work are not included and will be charged additionally in accordance with the price list.
- 4.3 Statutory VAT is not included in our prices; it will be shown separately on the invoice at the statutory rate applicable on the date of invoicing.
- 4.4 We reserve the right to adjust prices for contracts where there is a period of more than three months between the conclusion of the contract and delivery or the final partial delivery, should cost increases or reductions occur for which we are not responsible, in particular due to material costs, increases in raw material prices, auxiliary material prices, wages and salaries, freight or public levies. In doing so, we shall offset cost reductions against cost increases. Price changes shall be communicated to the customer without delay; the customer may only withdraw from the contract if the price change is demonstrably unreasonable..

5. Terms of payment and default

- 5.1 Payment shall be due no later than thirty (30) calendar days after receipt of a corresponding invoice by the customer. This shall not apply to invoices for maintenance services. Invoices for maintenance services shall be payable immediately upon receipt by the customer, without deduction of any cash discount. In the event of late payment, statutory default interest shall apply (Section 288 of the German Civil Code (BGB)); reminder fees (max. EUR 40.00) shall be reimbursed by the customer.
- 5.2 Bills of exchange and cheques shall only be accepted subject to clearance. The costs for discounting and collecting bills of exchange and cheques shall be borne by the customer.
- 5.3 The customer may only set off claims that are undisputed or have been legally established or exercise a right of retention.
- 5.4 In the event of a material deterioration in the customer's financial circumstances that jeopardises our claim to payment of the purchase price, we shall be entitled to provide further performance only on a simultaneous basis against payment or security. We reserve all further statutory rights pursuant to Section 321 of the German Civil Code (BGB).
- 5.5 Should the customer default on notified obligations to cooperate, the delivery period shall be extended accordingly. In the event of default, Sections 286 et seq. of the German Civil Code (BGB) shall apply, and we may withdraw from the contract or claim damages upon expiry of the deadline.

6. Transfer of risk, dispatch

- 6.1 Unless otherwise stated in the order confirmation, delivery is agreed on an FCA basis (in accordance with Incoterms 2020 or the current version). The place of delivery and performance is our factory in Vaihingen/Enz. This shall also apply if we have borne the transport costs or advanced them on behalf of the customer, or if partial deliveries are made.
- 6.2 Where shipment has been agreed, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon handover to the forwarding agent, the carrier or any other person or organisation designated to carry out the shipment, unless otherwise agreed. This shall also apply where we have borne the transport costs or advanced them on behalf of the customer, or where partial deliveries are made. If shipment or handover is delayed for reasons attributable to the customer, the risk shall pass to the customer from the date on which the goods are ready for shipment and we have notified the customer accordingly.
- 6.3 Where shipment by us has been agreed, we shall be free to choose the means of transport unless a specific agreement is provided for in the order confirmation. Any additional costs for a special or expedited method of shipment requested by the customer shall be borne by the customer even if we have borne the transport costs.
- 6.4 Insurance against transport damage shall be taken out only at the request and expense of the customer.
- 6.5 We are free to make partial deliveries, provided this is reasonable for the customer and taking their interests into account.
- 6.6 If the customer is in default of acceptance or if delivery is delayed for reasons for which the customer is responsible, we shall be entitled to charge liquidated damages in the amount of EUR 150.00 and claim compensation for any resulting damage, including additional expenses. In such cases, we shall store the products at the customer's risk and expense and invoice the customer for the storage costs.

7. Delivery time

- 7.1 Unless expressly agreed otherwise, delivery times are approximate. A delivery period shall not commence until all details of the order have been clarified and both parties have agreed on the terms of the order. Agreed delivery dates shall be adjusted accordingly.
- 7.2 Fulfilment of our delivery obligation is further subject to the timely and proper fulfilment of the obligations incumbent upon the customer. We reserve the right to raise the defence of non-performance of the contract.
- 7.3 If we are prevented from delivering on time due to force majeure, industrial action for which we are not responsible,

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official measures, sanctions, energy or raw material shortages, transport bottlenecks or obstacles, operational disruptions (e.g. due to fire, water damage and/or machinery failure) or other disruptions to operations at our premises or those of our suppliers or subcontractors for which we are not responsible, and which demonstrably have a significant impact, we shall undertake to inform the customer without delay. In such cases, we shall be entitled to postpone the delivery date by the duration of the event of force majeure or the disruption, provided that we have fulfilled our obligation to inform as set out above. Should delivery be made impossible, our obligation to deliver shall lapse with the exclusion of any claim for damages. If the customer proves that subsequent performance is of no interest to them as a result of the delay, they may withdraw from the contract, excluding any further claims. If the event of force majeure or disruption lasts for more than one month, we may withdraw from the as yet unfulfilled part of the contract provided that we have fulfilled our obligation to inform as set out above and that we have not assumed the procurement risk or provided a delivery guarantee.

- 7.4 Paragraph 3 shall apply mutatis mutandis insofar as, prior to the conclusion of the contract, we concluded a corresponding cover transaction with the customer which, had it been properly executed, would have enabled us to fulfil our contractual delivery obligations towards the customer, and we are not supplied, or not correctly supplied and/or on time by our supplier and we are not responsible for this.
- 7.5 If we are in default, the customer shall be entitled to set a reasonable grace period in writing and, upon its fruitless expiry, to withdraw from the contract. No grace period need be set if we seriously and definitively refuse to perform, or if the underlying contract is a fixed-date transaction within the meaning of Section 323(2)(2) of the German Civil Code (BGB) or Section 376 of the German Commercial Code (HGB), or if there are special circumstances which, upon weighing up the interests of both parties, justify immediate withdrawal.
- 7.6 We shall only be liable for damages in accordance with Clause 9 of these General Terms and Conditions.

8. Material defects

- 8.1 Unless otherwise specified below, the statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect or short delivery).
- 8.2 In the case of final delivery of the goods to a consumer (sale of consumer goods within the meaning of Section 474 of the German Civil Code (BGB)), the special statutory provisions on supplier recourse pursuant to Sections 445a, 445b and 478(1) of the German Civil Code (BGB) shall always remain unaffected. In all other cases, the special provisions on supplier recourse shall not apply.
- 8.3 Where we perform in accordance with the customer's drawings, specifications, samples, guidelines and/or other documentation, the customer shall bear the risk of suitability for the intended purpose.
- 8.4 The customer's warranty rights are subject to the customer having duly fulfilled their obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB). If the contractual relationship between us and the customer is a contract for work and services, Section 377 of the German Commercial Code (HGB) shall apply mutatis mutandis.
- 8.5 If an acceptance or a single initial sample inspection has been agreed with the customer, any complaint regarding defects which the customer could have identified during a careful acceptance or initial sample inspection is excluded.
- 8.6 If unauthorised modifications or improper repair work are carried out by the customer or third parties, no claims for defects shall arise in respect of such work or the resulting consequences. The same applies to improper use, faulty assembly by the customer or third parties, normal wear and tear, or incorrect handling. In this case, the customer shall bear the costs incurred as a result of their complaint, in particular the costs of the defect inspection.
- 8.7 We must be given the opportunity to inspect the reported defect on site. The goods subject to complaint must be returned to us upon our request, with reimbursement of the necessary costs.

- 8.8 We shall initially be entitled, at our discretion, either to remedy the defect or to supply the customer with goods free from defects or, in the case of a contract for work and materials, to produce a new work (remedy). The customer must grant us the time and opportunity necessary for subsequent performance. Our right to refuse subsequent performance under the statutory conditions remains unaffected. b) We shall bear the costs necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, if a defect is actually present. If the customer's request for rectification of the defect proves to be unjustified, we may demand reimbursement of the costs incurred as a result from the customer. Subsequent performance shall not include either the removal of the defective item or its reinstallation if the customer was already aware of the defect at the time of installation or if the installation was not carried out in accordance with the intended purpose. This shall also apply if the customer failed to detect the defect prior to installation through gross negligence unless we fraudulently concealed the defect or have provided a guarantee. c) In the event of a replacement delivery or the manufacture of new goods under contracts for work and services, the customer must return the defective goods to us at our request. We are entitled to make subsequent performance conditional upon the customer paying the agreed price for the goods delivered. The customer is, however, entitled to withhold a reasonable portion of the price. d) If subsequent performance fails, the customer shall be entitled, at their discretion, to withdraw from the contract or to demand a reduction in the agreed price. However, there shall be no right of withdrawal in the case of a minor defect. e) The customer's claims for damages or reimbursement of wasted expenditure shall only arise in accordance with Clause 9 of these General Terms and Conditions.
- 8.9 The limitation periods are governed by Clause 11 of these General Terms and Conditions.

9. Liability / Limitation of liability

- 9.1 Subject to the provision in paragraph 2, we shall be liable for damages – in respect of contractual, non-contractual or other claims for damages, regardless of the legal basis, in particular for defects, delay and impossibility, fault during contract negotiations and tort – only in cases of intent and/or gross negligence, including intent and/or gross negligence on the part of our representatives or vicarious agents. Furthermore, we shall also be liable in cases of simple negligence, including simple negligence on the part of our representatives and vicarious agents, for damages arising from the breach of a material contractual obligation, i.e. an obligation the fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which the customer may therefore regularly rely (material contractual obligation). However, provided that we are not accused of an intentional breach of duty, liability for damages shall be limited to the amount of the respective delivery value.
- 9.2 The exclusions and limitations of liability set out in paragraph 1 shall not affect claims for damages arising from injury to life, limb or health, nor claims by the customer under the Product Liability Act, the special statutory provisions applicable to the final delivery of the goods to a consumer, or other mandatory statutory liability provisions. Furthermore, the above exclusions or limitations of liability shall not apply if we have fraudulently concealed a defect or if we are liable on the basis of a guarantee or for assuming the procurement risk.
- 9.3 Paragraphs 1 and 2 shall also apply if the customer demands reimbursement of wasted expenditure in lieu of a claim for damages in lieu of performance.
- 9.4 If damage is attributable both to our fault and to the fault of the customer, the customer must accept that their contributory negligence is set off against any claim for damages under Section 254 of the German Civil Code (BGB).
- 9.5 If our liability is excluded or limited, this shall also apply to the personal liability of the owner, our employees, staff, legal representatives and vicarious agents, where such liability is based on the same legal grounds. The statutory provisions regarding the burden of proof remain unaffected.

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10. No Export to Russia / Belarus

- 10.1 The customer must not sell, export or re-export any goods or services supplied by GEDORE under or in connection with this agreement, either directly or indirectly, to the Russian Federation or Belarus, or make them available for use in the Russian Federation or Belarus.
- 10.2 The prohibition under paragraph 10.1 also covers the sale, transfer or granting of rights of use to intellectual property and trade secrets, as well as the granting of access to materials and information protected as intellectual property or trade secrets, provided that the customer has received these from GEDORE. The customer is obliged to impose this restriction on its sublicensees accordingly. A sub-licensee within the meaning of this provision is any third party to whom the rights of use or access rights referred to in this section are sold, transferred, granted or conferred.
- 10.3 The customer must ensure that the prohibitions set out in paragraphs 10.1 and 10.2 are not circumvented by third parties in the commercial distribution chain, including any resellers.
- 10.4 The customer shall establish and maintain effective monitoring mechanisms to detect and prevent acts by third parties that would violate paragraphs 10.1, 10.2 and 10.3. This includes keeping detailed records and documentation of the compliance measures, which must be retained for at least five (5) years following the termination of this Agreement.
- 10.5 The customer must inform GEDORE immediately of any difficulties in applying paragraphs 10.1, 10.2 or 10.3, including relevant activities by third parties that could undermine the objectives of paragraphs 10.1, 10.2 or 10.3.
- 10.6 The customer shall provide GEDORE with the necessary information and documents within two weeks of being requested to do so in order to demonstrate compliance with their obligations under this clause.
- 10.7 GEDORE is entitled to audit the customer's business and production premises at any time to verify compliance with the obligations set out in this clause. Audits shall be carried out with reasonable notice and during the customer's normal business hours. While doing so, the customer must protect any confidential information or trade secrets that become known in the course of such audits.
- 10.8 Any breach of paragraphs 10.1 to 10.7 shall constitute a material breach of contract, and GEDORE may exercise appropriate remedies.

11. Limitation period

- 11.1 Claims by the customer arising from material defects and defects of title shall be subject to a limitation period of one (1) year after delivery. Where acceptance has been agreed, the limitation period shall commence upon acceptance.
- 11.2 Mandatory limitation provisions remain unaffected. The limitation relief referred to in paragraph 1 does not apply to claims arising from injury to life, limb or health, to claims based on intent and/or gross negligence, and to claims arising from the assumption of a guarantee or the assumption of the procurement risk. The longer limitation periods under Section 438(1)(1) of the German Civil Code (BGB) (rights in rem of a third party), Sections 438(1)(2) and 634a(1)(2) of the German Civil Code (BGB) (structures, building materials and components, as well as planning services for a structure), Sections 438(3) and 634a(3) of the German Civil Code (BGB) (fraud) shall remain unaffected. If the final contract in the supply chain is a sale of consumer goods within the meaning of Section 474 of the German Civil Code (BGB) (i.e. where the goods are ultimately delivered to a consumer), the limitation periods under Section 445b of the German Civil Code (BGB) shall also remain unaffected.
- 11.3 The limitation periods resulting from paragraphs 1 and 2 for claims arising from material defects and defects of title shall apply mutatis mutandis to the customer's concurrent contractual and non-contractual claims for damages based on a defect in the contractual goods. However, if in individual cases the application of the statutory limitation rules should lead to an earlier expiry of the competing claims, the statutory limitation period shall apply to the competing claims. The statutory limitation periods under the Product Liability Act remain unaffected in any event.

- 11.4 Insofar as the limitation period for claims against us is shortened in accordance with paragraphs 1 to 3, this shortening shall apply mutatis mutandis to any claims of the customer against our legal representatives, employees, staff, agents and vicarious agents based on the same legal grounds.

12. Extended retention of title

- 12.1 We shall retain title to the delivery items (reserved goods) until all claims, together with any costs and interest arising from the business relationship with the customer, have been settled
- 12.2 The customer is entitled to sell the goods subject to retention of title in the ordinary course of business, provided they are not in default. Any further dispositions, such as pledging or transfer by way of security, are not permitted. In the event of third-party access to the goods subject to retention of title, the customer must state our ownership and notify us immediately, enclosing a copy of the attachment record where applicable.
- 12.3 The customer hereby assigns to us, by way of security, the claims arising from the resale of the goods subject to retention of title in the amount of the invoice value of the delivery item (purchase price). We revocably authorise the customer to collect the claims assigned to us on our behalf in the customer's name. We remain entitled to collect the claims ourselves. We will not collect the claims ourselves as long as the customer is not in default of payment and, in particular, no application has been made to open insolvency proceedings against their assets.
- 12.4 Any processing or transformation of the goods subject to retention of title delivered by us carried out by the customer shall always be carried out on our behalf. If the goods subject to retention of title delivered by us are processed together with other items/materials not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title to the other processed items/materials at the time of processing. In all other respects, the same shall apply to the item created by processing as to the goods delivered under retention of title.
- 12.5 If the goods delivered by us under retention of title are inseparably mixed with or combined with other items/materials not belonging to us in such a way that they become essential components of a single item, we shall acquire joint title of the new item in proportion to the value of the goods under retention of title to the other mixed or combined items/materials at the time of combination or mixing. If the combination or mixing takes place in such a way that the customer's item is to be regarded as the principal item, it is hereby agreed that the customer shall transfer proportionate co-ownership to us. The customer shall hold the resulting joint title in safekeeping on our behalf. In all other respects, the same shall apply to the item created by combination or mixing as to the goods delivered under retention of title.
- 12.6 The customer is obliged to treat the goods subject to retention of title with due care; in particular, they are obliged to insure them at their own expense against fire, water damage and theft at replacement value. Where maintenance and inspection work is required, the customer must carry this out in good time at their own expense.
- 12.7 In the event of the loss or damage of the goods subject to retention of title, the customer hereby assigns to us in advance any claims for insurance benefits arising in this context, up to the final invoice amount (including VAT) of our claims in respect of the delivery item, as additional security.
- 12.8 If, in the case of deliveries abroad, certain measures and/or declarations by the customer are required in the country of import for the retention of title as set out above or the other rights referred to in the preceding paragraphs to be effective, the customer must notify us of this in writing or in text form without delay and must carry out or provide these measures and/or declarations at their own expense without delay. If the law of the country of import does not permit a retention of title, the customer shall be obliged to provide us, at their own expense and without delay, with other suitable security in respect of the delivered goods or other security at our reasonable discretion (Section 315 of the German Civil Code (BGB)).

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- 12.9 In the event of default of payment by the customer, we shall be entitled, in accordance with the statutory provisions, to withdraw from the contract and to claim the return of the goods subject to retention of title.
- 12.10 We undertake to release the security to which we are entitled at the customer's request to the extent that the realisable value of our security exceeds the claims to be secured by more than 10%; the selection of the security to be released shall be at our discretion.

13. Rights of withdrawal and termination

- 13.1 In the event of a breach of duty on our part which does not constitute a defect, the customer shall only be entitled to withdraw from the contract if we are responsible for the breach of duty.
- 13.2 If the contract is a contract for work and services or a contract for the supply of work and materials relating to movable, non-fungible items, the customer's right to terminate the contract at will (Sections 651, 649 of the German Civil Code (BGB)) is excluded.

14. Jurisdiction and applicable law

- 14.1 Provided the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Vaihingen/Enz; however, we are also entitled to bring an action against the customer at the court of their place of residence.
- 14.2 The law of the Federal Republic of Germany shall apply excluding the UN Convention on Contracts for the International Sale of Goods.

15. Subcontractors

We are entitled to engage third parties to perform the contract, provided that we are not obliged to perform any highly personal services.

16. Ethics / AI

- 16.1 AI systems used within the scope of services require explanation: we shall inform the customer of the nature and purpose of the AI usage. The seller shall be liable in the same way as for other material defects, provided that any AI error is due to insufficient data quality or implementation.

17. Severability clause

- 17.1 Should any provision of these General Terms and Conditions be invalid, the remainder of the agreement shall remain in force; the invalid provision shall be replaced by the statutory provision (Section 306 of the German Civil Code (BGB)).

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