

General Terms & Conditions (GTC) of Ajas GmbH, version from: 01.07.2021

I. General - Scope of Validity

1. The following Terms & Conditions apply to all contracts concluded between the buyer and us for the manufacture and delivery of goods. They also apply to all future business relationships, even if they are not expressly agreed again. Derogating conditions of the buyer, which we do not expressly recognise in writing, are non-binding for us until we confirm them in writing. The following Terms & Conditions apply even if we unconditionally execute the buyer's order with knowledge of conflicting or deviating conditions of the buyer.
2. All agreements that were made between the buyer and us for the execution of the sales contracts are set out in writing. Oral agreements that have not been confirmed by us in writing have no effect.
3. We are entitled to change these GTC by giving written notice. In particular, we reserve the right to amend the GTC if the statutory standards that are relevant for the provision of our services change in such a way that an adjustment of the GTC becomes necessary. Changes to the GTC will be communicated to the customer in writing or in text form. The individual changes will be made known to the customer within said notification and will come into effect two weeks after the issue of notification, unless a different point in time has been expressly determined. If the changes are made to the detriment of the customer, the changes are deemed to have been approved by the customer unless the customer objects to individual or all changes in writing. We must receive the objection within two weeks of receiving the notification. In the case of an adaptation to mandatory law, an adaptation of the GTC to meet the legal framework conditions mentioned in Sentence 2 is in no case considered to constitute a change to the detriment of the customer.

II. Order/offer, Conclusion of Contract; Property rights; Prices

1. We can accept an order from the buyer that qualifies as an offer to conclude a purchase contract within two weeks of receipt by us by sending an order confirmation or by sending the ordered products within the same period.
2. Our offers are subject to change and non-binding, unless we have expressly designated them as binding.
3. We reserve our property rights, copyrights and other protected rights to all images, calculations, drawings and other documents. The buyer may only pass these on to third parties with our written consent, regardless of whether we have marked them as confidential.
4. If we are required to provide performance according to any drawings, models or samples of the buyer, the buyer is responsible for ensuring that third-party property rights are not violated as a result. In this respect, the buyer releases us from claims by third parties. If we are prohibited from manufacturing or providing performance by a third party on the basis of a proprietary right belonging to it, we are entitled to cease work without checking the legal situation and to demand reimbursement for costs incurred and remuneration for services rendered.
5. The choice of materials and the provision of technical specifications shall be made by the customer.

We would like to point out that the surfaces of epoxy resin tools are not as stable as those of metal tools. The edges wear out faster and cracks can form on the parts.

Epoxy resin tools are suitable for small and medium-sized series production, compared to milled metal tools the price is significantly lower.

Model and tool costs are wage-intensive costs and are therefore payable immediately after invoicing without deduction.

Our stated prices apply to the purchase of the offered quantity or lot size. In the case of lower purchase quantities, we will include a surcharge for small quantities. In order to enquire about a price in advance, and assuming you know in advance that you will be ordering small quantities, we ask that you notify us and enquire about prices.

The prices quoted by us are based on the documents and information made available to us, as well as our experience in the manufacture of similar parts and can change accordingly if the Shore hardness, the filling weight, the tool geometry or the material quality to be used changes.

Information about the properties of the materials processed by us are fundamentally non-binding and do not release you from the obligation to carry out your own tests.

We explicitly point out that the tolerances customary in metal processing cannot be applied to the material we use. The tolerance range that is valid for us, minus the moulded part shrinkage, which is collected by the tool, is +/-1% for parts without insert, but at least +/-0.5 mm.

Our current General Terms & Conditions form the sole basis of our offers. The prices quoted are ex-works (see III. 1. of our General Terms & Conditions) excl. freight, packaging and VAT.

III. Terms of Payment and Delivery

1. Our prices apply ex-works without packaging, unless otherwise specified in the order confirmation.

The statutory value added tax is not included in our prices. We will show these in the invoice at the applicable statutory amount.
2. The invoice amount is due immediately upon invoicing. The statutory default rules apply.
3. The buyer is only entitled to offset, even if notices of defects or counterclaims are asserted, if the counterclaims originate from the same contractual relationship or have been recognised by us or are undisputed or if the counterclaims are legally established.

IV. Delivery and Performance Time; Default and Damage Caused by Default

1. Delivery dates or deadlines that have not been expressly agreed as binding represent exclusively non-binding information. The delivery time specified by us does not begin until all technical questions have been fully clarified by Ajas GmbH. Likewise, the buyer shall fulfil all obligations incumbent on him properly and in timely fashion.
2. We are liable to the buyer in the event of a delay in delivery in accordance with the statutory provisions if this is based on an intentional or grossly negligent breach of contract for which we are responsible, whereby the fault of our representatives or vicarious agents is attributable to us. Our liability is limited to the foreseeable, quintessential damage if the delay in delivery is not based on an intentional breach of contract for which we are responsible.
3. In the event of simple negligence, we are liable for a delay in delivery for which we are responsible for each full calendar week of delay up to an amount of 1% of the agreed net delivery price, but not more than 5% of the agreed net delivery price. The buyer is obliged to provide evidence of the amount of damage caused by delay. After three months, any claims due to damage caused by delay are statute-barred and expire.
4. Any further liability for a delay in delivery for which we are responsible is excluded. The other legal claims and rights of the buyer to which he is entitled in addition to the claim for damages due to a delay in delivery for which we are responsible remain unaffected.
5. We are entitled to partial deliveries and partial performance at any time, provided this is reasonable for the customer.
6. If the buyer is in default of acceptance, we are entitled to demand compensation for the damage incurred as well as any additional expenses. The same applies if the buyer culpably violates his duty to cooperate. With the occurrence of the default of acceptance or default of the debtor, the risk of accidental deterioration and accidental loss is transferred to the buyer.
7. If the non-compliance with delivery dates or deadlines is due to force majeure - which expressly includes delivery delays caused by pandemics - or to similar events for which we are not responsible, e.g. strike or lockout, said delivery dates and deadlines shall be extended by the periods during which this the aforementioned event or its effects persist.

V. Transfer of Risk - Shipping / Packaging

1. Loading and shipping are uninsured at the risk of the buyer. We will endeavour to take into account the wishes and interests of the buyer with regard to the type and route of dispatch; Any additional costs caused by this - even if freight paid delivery has been agreed - shall be borne by the buyer.
2. We do not take back transport packaging, or any other packaging, in accordance with the German Packaging Ordinance; Euro pallets and lattice boxes are hereby excluded. The buyer must dispose of the packaging at his own expense.
3. If dispatch is delayed at the request of or through the fault of the buyer, we will store the goods at the buyer's expense and risk. In this case, notification of dispatch readiness applies in the same way as dispatch.
4. We will insure delivery with transport insurance at the request and expense of the buyer.

VI. Warranty/ Liability

1. Claims for defects on the part of the buyer only exist if the buyer has duly fulfilled his inspection and complaint obligations under Section 377 of the German Commercial Code, with the proviso that any notification of defects must be made either in writing (Section 126 of the German Civil Code) or in text form (Section 126 b of the German Civil Code). The customer is required to check the delivered goods immediately upon receipt for quality and quantity deviations or any deviations in dimensional accuracy or accuracy of fit. We must be notified of the return of goods that have been duly reported as defective or have been reported to us either in writing or in text form. A copy of the delivery note must be enclosed with the returned goods.

If the complaint is unjustified, the goods will be returned at the buyer's expense. In this case, the buyer must take out transport insurance at his own expense. If no transport insurance is taken out, the buyer is liable for any damage to the goods that may have occurred (which has not been reported to us by complaint and which we recognize without doubt as damage when inspecting the goods, if this did not occur due to improper transport to us are) during the return.

The processing of unauthorised notifications of defects will be charged to the buyer according to our actual expenditure, but at the very least with an amount of €75.00 net plus the applicable VAT.

2. If a defect exists in the goods for which we are responsible, we are obliged to provide supplementary performance, unless we are entitled to refuse supplementary performance based on the statutory provisions.

If supplementary performance fails, the buyer can, at his discretion, request a reduction in the purchase price (discount) or withdraw from the contract. Supplementary performance is deemed to have failed after the second unsuccessful attempt, unless further attempts at supplementary performance are appropriate and reasonable for the buyer on the basis of the subject of the contract.

The buyer can only assert claims for damages under the following conditions due to the defect if the supplementary performance has failed. The right of the buyer to assert further claims for damages under the following conditions remains unaffected.

3. The buyer's warranty claims expire one year after delivery of the goods to the buyer, unless we have fraudulently concealed the defect; in this case the legal regulations apply. This does not affect our obligations under Section VI Number 4 and Section VI Number 5.
4. Claims for damages by the customer are excluded, unless otherwise specified below. The above exclusion of liability also applies in favour of our legal representatives, staff, employees and vicarious agents, provided that the buyer asserts claims against them.

We are fully liable in accordance with the statutory provisions for injury to life, body and health that are based on a negligent or wilful breach of duty, as well as for damage that is covered by liability under the German Product Liability Act.

We are liable according to the statutory provisions for damage to legal interests that are not covered by the preceding sentence and that are based on wilful or grossly negligent breaches of contract as well as malice on our part, or the part of our legal representatives or our vicarious agents. In this case, however, liability for damages is limited to foreseeable, quintessential damage, unless we, our legal representatives or our vicarious agents have acted wilfully. To the extent that we have issued a guarantee pertaining to the quality and/or durability of the goods or parts thereof, we are also liable under this guarantee. For damage that is based on the lack of the guaranteed quality or durability, but does not occur directly on the goods, we are only liable if the risk of such damage is clearly covered by the quality and durability guarantee.

5. We are also liable for damage caused by simple negligence, insofar as the negligence relates to the breach of contractual obligations, compliance with which is of particular importance for achieving the purpose of the contract (cardinal obligations). However, we are only liable insofar as the damage itself is foreseeable and quintessential to the contract.
6. Any further liability is excluded regardless of the legal nature of the asserted claim; this applies in particular to claims of tort or claims for reimbursement of wasted expenses in lieu of performance; This does not affect our liability in accordance with Section IV, Number 2 and Section IV, Number 3 of this contract.

VII. Retention of Title

1. The delivered goods (goods subject to retention of title) remain our property until all claims have been met, including all current account balance claims that we are entitled to claim against the buyer now or in the future. If there is a partial default in payment, or if the buyer has finally refused to fulfil his payment obligation, we are entitled to collect the goods subject to retention of title even without the buyer's consent.
2. The buyer must handle the reserved goods with care and insure them adequately at replacement value at his own expense against damage from fire, water and theft. If the buyer does not comply with this obligation and the reserved goods suffer damage, all repair and maintenance costs for the immediate restoration of the goods must be borne by the buyer. This also applies if a regulation is rejected by the insurer. Necessary maintenance and inspection work must be performed in good time by the buyer at his own expense.
3. The buyer is entitled to properly sell and/or use the reserved goods in business transactions as long as he is not in default of payment. Pledges or collateral assignments are inadmissible. As a precaution, the buyer hereby assigns to us, in full, all claims arising from the resale or any other legal reason (insurance, tort) with regard to the reserved goods (including all balance claims from current account); We hereby accept the assignment. We authorise the buyer, subject to potential revocation, to collect the claims assigned to us for his account in his own name. The direct debit authorisation can be revoked at any time if the buyer does not properly meet his payment obligations. In addition, the buyer is not authorised to assign this claim even for the purpose of collecting claims via factoring, unless the factor is also obliged to direct the quid pro quo in the amount of the claims directly to us as long as claims from us are still outstanding against the buyer.
4. All processing or transformation of the reserved goods by the buyer shall be performed on our behalf in all instances. If the reserved goods are processed with other items that do not belong to us, we acquire co-ownership of the new items in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other processed items at the time of processing. The new item created through processing is subject to the same conditions as the reserved goods. In case of inseparable mixing of the reserved goods with other items that do not belong to us, we acquire co-ownership of the new items in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other mixed items at the time of mixing. If the buyer's item is to be regarded as the main item as a result of the mixing, the buyer and ourselves hereby agree that the buyer shall transfer pro rata co-ownership of this item to us; We hereby accept the transfer. Our sole or joint ownership of an item, created in this fashion, shall be retained by the buyer on our behalf.
5. If third parties access the reserved goods, in particular via seizure, the buyer will point out our ownership and notify us immediately so that we can enforce our property rights. If the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this connection, the buyer shall be liable for them.
6. We are obliged to release the collateral to which we are entitled to the extent that the realisable value of our collateral exceeds the claims to be secured by more than 10%; we reserve the right to select the collateral to be released.

VIII. Tools

1. Tools that are manufactured by us or on our behalf by third parties to fulfil orders on the basis of instructions from a customer will be stored by us free of charge for re-ordering for a period of two years from delivery to the customer, assuming the maintenance and storage costs. However, the buyer bears the costs incurred for insurance against damage from fire, water and theft with regard to the tools stored for him.

Our storage obligation expires if the buyer has not placed any further orders within 2 years of the last delivery.

At the buyer's request, we will continue maintenance and storage for a fee after the aforementioned two-year period has expired. In this regard, we will make the buyer an offer on the further conditions in due course, which the buyer can accept within two weeks of receiving the offer. If he does not accept the offer, we are entitled to destroy the tools. The buyer bears the costs of destruction.

If the respective tool has become unusable due to operational wear, the buyer shall bear the costs of the repair or re-manufacture of the tool.

2. We are only liable for damage to and loss of tools if we, our legal representatives and/or our vicarious agents have acted with intent or gross negligence. Any further liability is excluded.

IX. Place of Performance, Place of Jurisdiction, Applicable Law

1. The place of performance and place of jurisdiction for deliveries and payments (including actions for checks and bills of exchange) as well as all disputes arising between us and the buyer from the contracts concluded between us and him is our place of business. However, we are entitled to pursue legal action against the buyer at his place of residence and/or business.
2. The relationships between the contracting parties are governed exclusively by the laws applicable in the Federal Republic of Germany. The application of the universal law on the international purchase of movable property as well as the law on the conclusion of international sales contracts for movable property is excluded. The application of the UN Sales Law is always excluded, unless we have consented to the application of the UN Sales Law in writing or corresponding regulations result from a written individual agreement.

X. Data Collection and Data Processing in Accordance with the Requirements of the GDPR and the BDSG

We take the protection of the personal data of the buyer and that of his employees very seriously and treat personal data in accordance with the statutory data protection regulations of the GDPR and the BDSG.

1. Collection and processing of personal data
 - a. In order to carry out the legal transaction, we collect the following information from the buyer and his employees, who act as contact persons for us to process the contract:
 - Company name and powers of representation, salutation, first name, last name
 - A valid email address, • Business address,
 - Telephone number (landline and/or mobile network),
 - Information that is necessary to fulfil our contractual and legal obligations towards the customer or his employees
 - b. This data is collected
 - To identify you as the buyer or your employees;
 - To properly fulfil the contractual relationship with the buyer;
 - For correspondence with you as a buyer or with your employees;
 - For invoicing;
 - For further administrative purposes.
 - c. Name and contact details of the person responsible for processing
Ajas GmbH, represented by the Managing Director Géraldine Ajas, Industriepark Nord 50, 53567 Buchholz
Email: mail@ajas.de
Telephone: +49 2683 9470-0
Fax: +49 2683 9470-70
 - d. Data processing takes place in accordance with Article 6, Paragraph 1, Sentence 1, Letter b of the GDPR for the purposes mentioned and is necessary for the fulfilment of obligations arising from the legal transaction. Another legal basis for data processing is Article 6, Paragraph 1, Sentence 1, Letter f of the GDPR. Our legitimate interest follows from the data collection purposes listed above. In no instance do we use the data collected for the purpose of drawing conclusions about the person of the buyer or the person of your employees.

2. Transfer of data to third parties

A transfer of personal data to third parties for purposes other than those listed below does not take place. Insofar as this is necessary in accordance with Article 6, Paragraph 1, Sentence 1, Letter b of the GDPR for the processing of the legal transaction with the buyer, the personal data will be passed on to third parties.

3. Rights of the data subject

You as the buyer and your employees have the right:

- To request information about the personal data processed by us in accordance with Article 15 of the GDPR. In particular, you can obtain information about the purposes of processing, the category of personal data, the categories of recipients to whom your data has been or will be disclosed, the planned retention period, the existence of a right to correction, deletion, restriction of processing or objection, the existence of a right to lodge a complaint, the origin of your data, if we have not collected it, as well as the existence of automated decision-making including profiling and, if necessary, meaningful information on their details;
- In accordance with Article 16 of the GDPR, to immediately request the correction of incorrect or incomplete personal data stored by us;
- To request the deletion of your personal data stored by us in accordance with Article 17 of the GDPR, unless the processing thereof is required to exercise the right to freedom of expression and information, to fulfil a legal obligation, for reasons of public interest or to assert, exercise or defend against legal claims;
- In accordance with Article 18 of the GDPR, to request the restriction of processing of your personal data should you dispute its correctness, or the processing thereof is unlawful, but you reject its delete and we no longer require the data, but you still need it to assert, exercise or defend against legal claims or you have objected to processing in accordance with Article 21 of the GDPR;
- In accordance with Article 20 of the GDPR, to receive your personal data that you have provided to us in a structured, common and machine-readable format or to request that it be transmitted to another data controller;
- To revoke your consent given to us at any time in accordance with Article 7, Paragraph 3 of the GDPR. As a result, we shall no longer be entitled to continue data processing based on this consent in the future and
- to file a complaint to a supervisory authority in accordance with Article 77 of the GDPR. As a rule, you may contact the supervisory authority of your usual place of residence or work, or the authority competent for our company headquarters.

If your personal data are processed on the basis of legitimate interests in accordance with Article 6, Paragraph 1, Sentence 1, Letter f of the GDPR, you have the right to object to the processing of your personal data in accordance with Article 21 of the GDPR, provided there are reasons for doing so which arise from your particular situation or the objection is directed against direct mail. In the latter case, you are entitled to a general right of objection, which we will implement without specifying a particular situation. **If you would like to exert your right of revocation or objection, sending an email to mail@ajas.de is sufficient**

Ajas GmbH, Industriepark Nord 50, 53567 Buchholz-Mendt