

# General Terms and Conditions of ABL-Entlackungsfabrik GmbH

Status: August 20, 2024

## 1 General - Scope of application

1.1 These General Terms and Conditions of ABL-Entlackungsfabrik GmbH (hereinafter referred to as “our GTC” or “these GTC”) shall apply to all contracts (hereinafter referred to as “Contract” or “Order”) between ABL-Entlackungsfabrik GmbH, Reizenwiesen 22, 73642 Welzheim (hereinafter referred to as “ABL” or “us” or a “Party”) and our customers (hereinafter referred to as “Client” or a “Party”; the Client and ABL hereinafter jointly referred to as the “Parties”) on paint stripping, rust removal, blasting, coating, cleaning and painting work (hereinafter jointly referred to as “Work”) on objects of the Client. Our GTC apply to consumers and entrepreneurs, unless otherwise specified in these GTC. “Consumer” is any natural person who concludes the contract primarily for a purpose that cannot be attributed to their commercial or independent professional activity (Section 13 BGB). “Entrepreneur” is a natural or legal person or a partnership with legal capacity that is acting in the exercise of its commercial or independent professional activity when concluding the contract (Section 14 (1) BGB).

1.2 These GTC shall apply to consumers in the version valid at the time of their order. If the client is an entrepreneur, a special fund under public law or a legal entity under public law, these GTC shall apply in the version valid at the time of the client's order, in any case in the version last communicated to the client in text form as a framework agreement also for similar future contracts, without us having to refer to the validity of these GTC again in each individual case.

1.3 Our GTC shall apply exclusively. General terms and conditions of the client that conflict with, supplement or deviate from our GTC shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing, i.e. in written or text form (e.g. letter or e-mail). This requirement of consent shall also apply if we perform the service to the client without reservation in the knowledge of the client's general terms and conditions of business.

1.4 Individual agreements made with the Client in individual cases (including collateral agreements, supplements and amendments) shall take precedence over our GTC. Subject to proof to the contrary, a contract between the client and us or our confirmation at least in text form (e.g. e-mail) shall be decisive for the content of such agreements.

1.5 Legally relevant declarations and notifications by the client in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made at least in text form (e.g. e-mail) in order to be effective. Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected.

1.6 References in these GTC to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC

## **2. sample work**

2.1 Prior to the conclusion of the contract, the client may provide us with an object in order to test the process of the desired work. The sample work shall be provided free of charge or for a fee, depending on the individual agreement. In the absence of an individual arrangement or agreement, the Client shall owe a customary fee for the performance of the sample work.

2.2 ABL may attempt to process the samples in every possible way. The Client shall not be entitled to compensation for any damage to the sample that occurs in the process, unless it has previously informed ABL in writing (i.e. by e-mail, fax or letter) that the sample must not be damaged contrary to normal business practice.

## **3 Offer, order, fulfillment by third parties**

3.1 Unless otherwise agreed, the Client is entitled to accept our contractual offer within 10 working days of its receipt by placing an order.

3.2 Orders must be placed in writing or text form (e.g. letter or e-mail).

3.3 Unless otherwise agreed, we are entitled to have the contract fulfilled in whole or in part by third parties. The client's consent is not required for this.

## **4 Right of withdrawal**

4.1 If the client is a consumer within the meaning of § 13 BGB and the contract is negotiated and concluded exclusively by means of distance communication, the consumer placing the order has a statutory right of withdrawal. Means of distance communication are all means of communication that can be used to initiate or conclude a contract without the parties being physically present at the same time (e.g. letters, telephone calls, e-mails). In the following, we inform the consumer placing the order about the statutory right of withdrawal.

### **- REVOCATION POLICY -**

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the date of conclusion of the contract.

To exercise the right to cancel, you must inform us (ABL-Entlackungsfabrik GmbH, Reizenwiesen 22, 73642 Welzheim, telephone number 07182/51676-10 and e-mail address [welzheim@abl-technik.com](mailto:welzheim@abl-technik.com)) of your decision to cancel the contract by a clear statement (e.g. a letter sent by post, fax or e-mail).

of your decision to withdraw from this contract. You can use the attached sample withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

## Consequences of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

If you have requested that the services should commence during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

## **- END OF THE WITHDRAWAL POLICY -**

4.2 We provide the following information about the model withdrawal form in accordance with the statutory provisions:

### **- SAMPLE WITHDRAWAL FORM -**

(If you wish to withdraw from the contract, please complete this form and return it to us).

To [ABL-Entlackungsfabrik GmbH, Reizenwiesen 22, 73642 Welzheim, welzheim@abl-technic.com

I/we (\*) hereby cancel the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)

Ordered on (\*)/received on (\*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for notification on paper)

Date

(\*) Delete as applicable.

## **5. quality of the work performed by ABL**

5.1 The paint stripping, cleaning, rust removal and coating (in particular cathodic dip coating) of the objects shall be carried out by means of an industrial dipping process and additionally or alternatively by means of a laser process and / or pyrolysis. We select the individual process steps and the method and determine the sequence to be used. The individual process steps include, in

particular, various baths (e.g. alkaline paint stripping bath, pickling bath, immersion bath for cathodic dip coating), cleaning processes and heat.

5.2 We expressly point out that we use a manual, non-fixed cycle coating system for cathodic dip coating, in which piece coating takes place. In terms of the process and the results achieved, our CDP coating system differs from the “continuous systems with rotating elements” used in the automotive industry for new cars. The rotation and movement of the object to be processed is limited in our cathodic dip coating system and in the other processes for the work we offer. As a result, not all areas of complicated geo-metries can be reached with our CDC coating system and with our other processes for the other work we offer. In addition, our processes are unsuitable for removing surface contamination in cavities. Depending on the object, we can therefore process a maximum of between 93% and 95% of the object to be processed with the respective process or process step, i.e. in particular cleaning, paint stripping and / or coating (hereinafter “usual processing rate”). Due to the processes used by us, the client cannot expect or claim a higher processing rate than the usual processing rate. The usual processing rate therefore represents the target quality agreed between the parties, unless it is stipulated in these GTC that only a poorer result than the usual processing rate can be achieved for certain objects or materials.

5.3 Furthermore, a rough, porous or pitted surface of the items as well as a surface of the items with visible spots or coagulates is included in the agreed target condition of the parties. If the client's objects already exhibit corrosion damage, these surfaces may remain very rough despite rust removal. The CDP coating cannot completely remove such roughness or pits and holes. Furthermore, in the case of complex geometries, the cathodic dip coating can drip before baking, which cannot be prevented even by various cleaning processes. As a result of the dripping of the cathodic dip coating, punctual, visible spots or coagulates can form on the cathodic dip coating surface. Pimples and / or coagulates on the CDP surface can also occur (over a large area) and can be removed within the scope of the cleaning processes we use.

process, in particular if non-removable residues remain after the necessary preparatory work or if non-filterable rust particles or impurities contained in baths settle on the surface.

5.4 ABL shall not be responsible for any work on the object to be processed on folds of less than 0.5 mm or on welded or overlapping sheets in the overlap area. These areas (hereinafter referred to as “defects”) cannot be reached with the processes and equipment we use. If the client wishes these imperfections to be treated, he must order this separately and at his own expense from a body store or painter.

5.5 We cannot assess whether an object is suitable for CDP coating or for our other processes. Objects which, due to their complex geometry and/or their material, are not suitable for our entire range of processes (in particular the baths and cleaning, cf. Clause 5.1) may, in deviation from Clause 5.2, only be paintable to a limited extent and/or paint and/or sealant residues may remain here which lead to KTL defects. In particular, objects that contain light metal alloys, tin, filled surfaces, plastics and glass fiber materials in the base material or other coatings are not suitable. In this respect, there is no defect, but the processed object fulfills the agreed target quality.

5.6 We may drill holes in objects as part of the necessary process steps. We are not obliged to close the holes created in this process after completion of the work. The resulting holes are also part of the target quality of the processed objects.

## **6 Quality characteristics and instructions regarding the transportation, use and further processing of the processed items**

6.1 The client must transport and store the processed object properly and professionally. This means, in particular, that the client must always keep the processed object dry and protect it from UV radiation, as the KTL coating is not UV-compatible.

6.2 If the client has the KTL coating further processed or processes it himself, for example by means of wet painting or powder coating, the third party commissioned by the client or the client must pad or sand the KTL coating. The sanding of the KTL coating can be brown to rust-brown. This is due to burnt pigments that are inherent to the process and not rust. The sanding color is therefore not objectionable, is part of the target condition and can be further processed as desired.

6.3 The KTL coating is an absorbent primer that does not seal sheet metal seam overlaps. The reworking trade must therefore apply a seam seal at its own expense and risk in order to prevent the formation of seam rust.

6.4 The client or a third party commissioned by the client may not use tin as a leveling compound during reworking. Tin paste can, among other things, outgas through the existing pores as a compound after the final coating and thus lead to rust on the inside and outside. Using tin as a filler substitute can also result in excessively thick layers, which can lead to settling and shrinkage in the final coat.

6.5 Materials on the objects to be processed, such as underbody protection, sealing seams or insulating mats, are removed by our processes. The client is responsible for checking whether the objects are still safe and resilient. We accept no liability for the safety and load-bearing capacity.

6.6 If damage or loss of quality occurs to the processed object as a result of disregarding the instructions in this clause, the processed object is nevertheless free of defects and we accept no liability for this or for damage to other legal assets (see also clause 16.2).

## **7 Subject matter and scope of performance, place of performance**

7.1 ABL or a third party commissioned by us shall carry out work for the Client in accordance with the scope of services agreed in the offer and in accordance with Clauses 5, 6.

7.2 Unless otherwise agreed, we shall perform the agreed work in the business and workshop premises specified in our offer, which shall also be the place of performance (Section 269 (1) BGB) for our services and any subsequent performance.

7.3 Unless otherwise agreed individually (e.g. in the offer), the client shall deliver the items to be processed to us and collect them again at its own expense and risk. Upon delivery, the client must comply with its obligations to cooperate in accordance with Clause 8.

7.4 In the event that we undertake the transportation to us and/or the return transportation to the client on the basis of an individual agreement, this shall be at the request and expense of the client. Unless otherwise agreed, we shall be entitled to determine the type of shipment/collection (in particular transport company, shipping route, packaging) ourselves.

7.5 If items are lost or damaged during transportation in accordance with Clause 7.4, the customer must notify us immediately and make the damaged items available unchanged for documentation of the damage.

## **8 Obligations, cooperation and assistance of the client**

8.1 The client is responsible for providing all necessary cooperation. In particular, the obligations of the client set out in this Clause 8 are required.

8.2 The client must disassemble all items as described below:

8.2.1 The client must dismantle all objects, in particular vehicles, i.e. remove seals, windows, cables, tires, engine, windows, seats, electronics and mechanical components (in particular springs of any kind (including torsion bar springs)). The body shell disassembled in this way without attachments in accordance with Section 8.2.2 is hereinafter referred to as the “vehicle body”.

8.2.2 The client must dismantle “add-on parts” (such as doors, hoods and fenders, etc.) of the vehicle and deliver them to us with minimal but secure fastening (using cable ties and/or gaffa tape) to the vehicle body.

8.2.3 In the case of the Porsche 356, 911 and 914, the customer must open the sills and remove the cardboard/aluminum heating pipe or the steel silencer before delivery.

8.2.4 For vehicles with axle tubes (e.g. Porsche, VW bus, etc.), the customer must keep the axle tubes open to ensure flushing.

8.3 If we incur additional expenses due to faulty or incomplete dismantling for which the client or its vicarious agents are responsible, we shall invoice the client separately for these additional expenses. We charge EUR 37.50 net per employee per half hour or part thereof plus any material costs for the working time required for this additional work.

8.4 The vehicle bodies must be mounted on a rolling frame with removable wheels that corresponds to the rolling frame [141213\\_Rollgestell\\_Entlackungsfabrik.indd](#) (hereinafter “rolling frame”). The client can either deliver this rolling frame to us himself or purchase the rolling frame from us as an additional module for a fee. In the former case, the client must deliver the vehicle body already mounted on the roller frame; in the latter case, we will carry out the assembly at the client's expense.

8.4.1 If the client assembles the vehicle body on the roller frame himself, he must ensure that the total height of the vehicle body and roller frame does not exceed 1.9 m (hereinafter “permissible total height”). If the permissible total height is exceeded, the entire vehicle body cannot be processed using our processes. ABL processes areas that are not covered by the CDP process due to the permissible overall height being exceeded, as far as technically possible, by means of other more complex process steps (if necessary also by building a new suitable frame). ABL shall invoice the customer for this additional expense. If the areas not covered by our procedures due to the exceeding of the permissible total height cannot be processed by ABL in any other way, the Client shall not be entitled to any warranty rights against ABL.

8.4.2 We shall not inspect rolling frames delivered by the Client for stability or other defects. The Client shall be solely liable for any damage caused by an unstable or otherwise defective rolling frame. This exclusion of liability shall apply accordingly if the Client provides other racks or similar for the work. If ABL accidentally notices that a rolling frame or other frame is unstable or otherwise defective, ABL shall rebuild the (rolling) frame or replace individual parts of the (rolling) frame or the entire (rolling) frame, ABL shall invoice the Client for the additional costs.

8.5 The client must provide us with the information and data required for the provision of the service free of charge.

8.6 When placing the order, the client is obliged to inform us of all circumstances to which special consideration is to be given during the work or of dangers known to him, in particular the following:

8.6.1 For example, the client must mark and separately remove any aluminum parts (including type plates, etc.), light metal alloys, tin, filled surfaces, plastics, fiberglass materials and all other materials that could be damaged or destroyed in the process (hereinafter "materials") that are installed in a steel body or other objects. If removal is not possible, the client must label these materials and expressly inform us of these materials in text form. We are not obliged to inspect the materials of the items to be processed. We are therefore not liable in particular for the removal or destruction of such materials or for any defects arising as a result of the client's breach of its obligations under this clause. In this respect, the client is also not entitled to any warranty rights for defects.

8.6.2 If, contrary to our recommendation, the client wishes to have the CDP process carried out for roll cages or tubular lattice frames (see Section 15.2), we will drill holes at the low point of each segment in order to improve the coating and stoving process. If the client does not agree to drill holes or if these are not technically permissible for the safety approval of the roll cage or tubular lattice frame, the client must expressly point this out in text form when placing the order.

8.6.3 We also drill holes in all other objects to prevent the formation of excessive air bubbles and to allow chemicals and washing liquids to drain off. If the client does not agree to drilling or if this is not permitted for safety reasons, he must expressly inform us of this in text form when placing the order. We shall not be liable for damage such as deformation and loss of quality in the coating due to this instruction by the client. If the customer prohibits us from drilling the necessary holes and if deformations or quality losses occur in the coating on the processed object, it shall be refutably assumed that the customer's instruction is the sole cause of this.

8.7 After processing load elements such as hooks and chains or other safety-relevant objects and components, the client must check whether load application is still guaranteed after the work. We do not assume any warranty in this respect.

8.8 If the client does not fulfill his obligations in accordance with this section 8 or does not fulfill them in time and if he is responsible for this, we are entitled - after we have unsuccessfully set the client a reasonable deadline to fulfill his obligation - but not obliged to carry out the necessary actions in his place and at his expense as far as possible.

8.9 If the object to be processed perishes, deteriorates or becomes unfeasible as a result of a breach of this Section 8 by the client through no fault of our own, we may demand from the client a portion of the remuneration corresponding to the work already performed and any expenses incurred by us.

8.10 The client shall otherwise be liable in accordance with the statutory provisions for any further damages incurred by us as a result of the client's failure to comply with its obligations under this Section 8. Our statutory rights and claims shall also remain unaffected in other respects.

## **9 Remuneration, terms of payment, default**

9.1 The remuneration for our services shall be stated in the offer. Deviations in the order shall not apply. The remuneration shall always be subject to statutory value added tax.

9.2 Unless otherwise

agreed, the remuneration for orders from companies that do not relate to vehicle bodies or other vehicle parts (hereinafter “industrial items”) shall be due for payment within 30 calendar days of receipt of the invoice by the client at the latest (hereinafter “payment target for industrial items”).

9.3 The remuneration for work on vehicle bodies, add-on parts and/or other vehicle parts shall be due for payment no later than seven calendar days after receipt of the invoice by the Client (hereinafter “Vehicle Payment Target”). If the Client has not yet paid the invoice amount at the time of acceptance, we shall refuse to hand over or transport the vehicle bodywork, add-on parts and/or other vehicle parts as agreed.

9.4 The respective invoice amount is to be transferred without deduction. We shall be entitled to demand a reasonable advance payment before commencement of the work and reasonable payments on account during the performance of the work (i.e. according to the progress of the work).

9.5 Unless otherwise agreed, any preparation and travel time required for the proper execution of the order shall be remunerated by the client.

9.6 The client shall be in default of payment without a reminder if it has not made payments within the respective payment period (industrial item or vehicle). During the period of default, interest shall be charged on the remuneration at the applicable statutory default interest rate. We reserve the right to assert further claims for damages caused by default before. Our claim to commercial maturity interest (§ 353 HGB) against merchants remains unaffected.

9.7 A payment shall be deemed to have been made when we can dispose of the amount. Any default in payment by the customer shall only end upon receipt of the payment in our account.

## **10 Rights of set-off and retention**

10.1 Unless otherwise agreed in these GTC, the client shall only be entitled to rights of set-off and retention to the extent that its claim has been legally established or is undisputed. This shall not apply to rights of retention of the client that are based on counterclaims of the client from the same contractual relationship.

10.2 ABL's rights of retention shall remain unaffected.

## **11 Termination**

11.1 The statutory provisions shall apply to withdrawal and termination.

11.2 In the event of free termination by the client, the client shall be obliged to pay the agreed remuneration in accordance with § 648 BGB.

## **12. right of lien**



12.1 We shall be entitled to a contractual lien (in addition to § 647 BGB) on the items to be processed which have come into our possession on the basis of the contract due to our remuneration claims arising from the order placed.

12.2 The right of lien may also be asserted against entrepreneurs for claims arising from work previously carried out by us, insofar as they are connected with the subject matter of the contract.

### **13. time of performance**

13.1 Our information on performance dates and periods shall always only be approximate and shall be non-binding for us as expected performance dates and periods, unless a fixed performance date or a fixed performance period has been expressly promised or agreed by us.

13.2 We may - without prejudice to our rights arising from default on the part of the client - demand an extension or postponement of agreed performance dates and deadlines from the client by the period in which the client fails to meet its contractual obligations towards us. If additional process steps are necessary due to the complexity of the painting or the geometry or if additional work is required due to breaches of duty by the client (in particular due to missing or incorrect information, incorrect disassembly or assembly on (rolling) racks), we can also demand the postponement of agreed performance dates and deadlines by the period of the additional work.

13.3 We shall not be liable for impossibility of work if this is caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, official measures or pandemics, in particular CO-VID-19) for which we are not responsible. If such events make the work significantly more difficult or impossible for us and the hindrance is not only of a temporary nature, we are entitled to withdraw from or terminate the contract. In the event of hindrances of a temporary duration, the agreed performance dates and deadlines shall be extended or postponed by the period of the hindrance plus a reasonable start-up period.

### **14 Acceptance and collection, transfer of risk**

14.1 We shall notify the client of the completion or completion of our work (hereinafter "completion notification"). The client is obliged to accept our work in accordance with the statutory provisions.

14.2 Unless otherwise agreed, acceptance shall take place at the place where the work is performed as agreed, i.e. on our business premises.

14.3 In the event of shipment of the processed items on the basis of an individual agreement in accordance with Clause 7.4, the risk of accidental loss shall pass to the customer at the latest upon handover of the processed item (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. If the shipment or handover is delayed due to a circumstance caused by the customer, the risk shall pass to the customer from the day on which the processed item is ready for shipment and we have notified the customer of this.

14.4 Our services shall be deemed to have been accepted when

14.4.1 we have set the client a reasonable deadline for acceptance after completion of the work and the client has not refused acceptance within this deadline (usually 12 working days), stating a significant defect.

14.4.2 If the client is a consumer, acceptance shall only be deemed to have taken place if we have informed the client in text form of the consequences of an undeclared acceptance or a refusal to accept without stating any significant defects when requesting acceptance.

14.5 The client must collect processed items no later than two weeks after receipt of the notification of completion (hereinafter "collection period"). If the client culpably fails to collect the processed items within two weeks, it shall be obliged to reimburse us for the costs of storage and maintenance. From the 15th calendar day onwards, the client must pay a flat-rate storage fee of EUR 12.00 net per day. The Client shall be entitled to prove that ABL did not incur any or only a significant loss less damage than the lump-sum compensation has been incurred. ABL shall be at liberty to prove higher damages and further claims for damages; the lump-sum compensation shall be offset against the additional claim for damages.

## **15 Claims for defects, exclusion of claims for defects, time limits and limitation period**

15.1 The statutory provisions shall apply to the Client's rights in the event of material defects and defects of title, unless otherwise stipulated in these GTC including the following provisions.

15.2 Roll cages or tubular lattice frames are not suitable for all necessary process steps of cathodic dip coating and our other processes. If the customer nevertheless wishes to carry out the KTL process or other processes contrary to our recommendation, we shall endeavor to apply the respective process in the best possible way. However, warranty claims for defects or other liability claims of the client against us are excluded in this respect.

15.3 If the client expressly requests a process or the processing of items which we have excluded or which we have advised against, the client shall have no warranty rights or other liability claims against us for loss of quality in the work or the destruction or deterioration of the item. At our request, the client shall confirm to us in text form that it indemnifies us in this respect from any warranty for defects or liability claims.

15.4 Any warranty claims for defects on the part of the client shall only exist if the defect was caused by our processing. The client must prove that any defect existed at the time of the transfer of risk. The client has no warranty claims against us if the item was already damaged before we began our work or if damage is caused after the processed item has been collected.

15.5 The client must notify us in text form of any warranty claims in the event of obvious defects within two weeks of acceptance, whereby the dispatch of the notification within the two-week period shall be sufficient for timely notification. An obvious defect shall be deemed to exist if it is apparent to the average customer without special inspection. Obvious defects also include, in particular, the completeness of the items collected from us or delivered by us. For non-obvious defects, the deadline in Section 15.6 shall apply accordingly to the notification in text form. If the customer does not notify us of the defects within the relevant notification period in accordance with this Clause 15.5, he can no longer assert the warranty claims against us. The notification periods of this clause shall not apply to claims for damages by the Client against ABL for damages arising from at least negligent injury to life, limb and health by ABL or its vicarious agents, or for

damages arising from intentional or grossly negligent breaches of duty by ABL or its vicarious agents.

15.6 In deviation from the statutory provisions, the limitation period for the Client's claims for defects shall be 12 months from the start of the statutory limitation period. This shall not apply insofar as the law prescribes longer limitation periods pursuant to Section 438 (1) No. 2 (buildings and items for buildings) and Section 634a (1) No. 2 (construction defects) BGB. Claims for damages by the Client against ABL for damages arising from at least negligent injury to life, body and health by ABL or its vicarious agents as well as for damages arising from intentional or grossly negligent breaches of duty by ABL or its vicarious agents shall, in deviation from the above provisions, become statute-barred exclusively in accordance with the statutory limitation provisions.

## **16 Liability**

16.1 Unless otherwise stated in these GTC including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

16.2 We shall not be liable for damages resulting from disregard of the instructions regarding transportation, use and further processing in Section 6. In particular, we shall not be liable for damage resulting from improper storage or improper transport, from unmarked aluminum parts and/or from the use of tin. Such damage is the responsibility of the customer and does not constitute a defect.

16.3 We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable - subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty) - for

16.3.1 for damages resulting from injury to life, body or health,

16.3.2 for damages arising from the breach of an essential contractual obligation (i.e. an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the client regularly relies and may rely); in this case, however, our liability is limited to compensation for damages in the amount of EUR 25,000.00.

16.4 The limitations of liability resulting from clause 16.3 shall also apply in the event of breaches of duty by or in favor of persons whose fault we are responsible for in accordance with the statutory provisions. They shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for our services and for claims of the client under the Product Liability Act.

16.5 We shall not be liable for damage to paint carriers used as agreed during the work or to containers or (roller) racks caused by professional work. We expressly point out that the containers or paint carriers or (roller) racks used during the work are subject to heavy wear if they are used during the processing procedure or are used for the work. Working with heat, acid, lye and high-pressure water jets can also cause degradation of the galvanizing, deformation, material erosion and material fatigue.

## **17 Confidentiality**

17.1 The Client shall be obliged not to publish or disclose confidential information of ABL to third parties and to use the confidential information only for the contractually intended purpose. The Client shall treat all confidential information as strictly confidential by exercising a reasonable degree of care, which shall not, however, be less than the degree of care it exercises in protecting its own confidential information; it may not disclose any confidential information received from us to third parties, unless stipulated below. Employees of the client may only receive the confidential information required for them if they themselves are subject to a confidentiality obligation comparable to this Clause 17. The client shall be responsible for any breach of this agreement by one of its auxiliary persons, irrespective of whether the respective auxiliary persons were authorized to receive this information.

17.2 “Confidential Information” means (i) all information in any form or on any medium which is disclosed by us to the Client at any time or which otherwise comes to the knowledge of the receiving party in the course of the cooperation, regardless of whether the disclosure is made before or after the signing of this Agreement, directly or indirectly, in writing, orally or by examination or inspection of objects, and regardless of whether it is subject to intellectual property rights or not, provided that (ii) we have a legitimate interest in keeping it confidential and (iii) it is either disclosed by us or not, whether or not it is subject to an intellectual property right, provided that (i) it has commercial value, (ii) we have a legitimate interest in keeping it confidential and (iii) it is either reasonably identified by us as confidential or our legitimate interest in keeping it confidential arises either from the nature of the information or the nature of the disclosure.

Without limiting the generality of the foregoing, the following information shall be deemed confidential without the need to be marked as such, but subject to the other requirements set forth in this Agreement: Trade and business secrets, our quotations and prices, and other costs, know-how, technical data, software (including source text and machine code), drawings, specifications, data sheets, technical reports, maintenance manuals, marketing and sales methods, designs, instructions, methods of operation, work processes, strategies, technology, information, identity of and information about employees, customers, vendors, suppliers, distributors and sales representatives, information about our business activities, our customers, parent, subsidiary and group companies, personal data of any natural person who is in an employment relationship with us.

17.3 The aforementioned confidentiality obligation shall not apply if (i) we have given our consent to the disclosure, (ii) the recipient of the confidential information is bound to secrecy under the law of professional secrecy, (iii) the disclosure of confidential information to third parties is necessary for the fulfillment of the obligation incumbent on the client under this contract, (iv) the confidential information was already known to the client prior to the conclusion of this contract or through public sources, or (v) the client is obliged to disclose confidential information or a part thereof in the context of legal proceedings or other official proceedings.

17.4 If the client is obliged to disclose confidential information or a part thereof in the course of legal proceedings or other official proceedings, it must inform us of this immediately, in advance and stating the legal basis. Insofar as there is a legal obligation to disclose in the aforementioned case, the client shall be obliged to disclose the information as anonymously as possible.

17.5 The Client shall at any time upon our request (i) promptly return or destroy all written Confidential Information and all other documents containing or reproducing Confidential Information in the possession of the Client or its agents, (ii) not retain any copies, extracts or other reproductions, in whole or in part, mechanical or electronic, except for backups, provided that the

Confidential Information is not separately accessible and the backup is regularly deleted at least every six months, and (iii) all files, documents and other materials created by the Client or its agents on the basis of the Confidential Information are not separately accessible and the backup is regularly deleted at least every six months, the Confidential Information is not separately accessible and the backup is deleted regularly, at least every six months, and (iii) to destroy all files, documents, memoranda, notes and other documents created by the Client or its representatives on the basis of the Confidential Information and to confirm this to us in writing (confirmation by e-mail is not sufficient), unless there is a statutory retention obligation.

17.6 This confidentiality obligation shall survive the term of the order and shall end with regard to the respective confidential information if it is no longer confidential without a breach of Clause 17.2. Legal or contractual obligations to delete or return data earlier or to keep data permanently secret shall remain unaffected.

## **18 Applicable law, place of jurisdiction, dispute resolution**

18.1 Subject to mandatory provisions of international private law, these GTC and the contractual relationship between us and the Client shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods, and to the exclusion of private international law. If the client is a consumer and has his habitual residence in another country, he shall continue to be protected in accordance with the relevant provisions of the country of residence, which may not be deviated from by agreement.

18.2 If the consumer placing the order had his domicile or habitual residence in Germany when the contract was concluded and has either moved out of Germany at the time the action is brought by us or his domicile or habitual residence is unknown at this time, the place of jurisdiction for all disputes shall be our registered office.

18.3 If the customer is a merchant within the meaning of Section 1 (1) of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the courts at our registered office shall have exclusive jurisdictions for all disputes arising from or in connection with the contractual relationship in question. However, we are also entitled to bring an action at the client's general place of jurisdiction.

18.4 We are not obliged or willing to participate in dispute resolution proceedings in accordance with the German Consumer Dispute Resolution Act (VSBG).