

## **General Terms and Conditions of Business and Payment of EuroQ GmbH, Emden (Germany)**

### **1. Scope of application**

1.1 These General Terms and Conditions of Business and Payment (GTC) shall apply to all performance obligations contractually assumed by EuroQ GmbH (EuroQ).

1.2 Offers and services of EuroQ are made exclusively on the basis of these GTC. They shall also apply to all future business relations even if they are not expressly agreed upon again.

1.3 Deviations from these GTC are only effective if they are confirmed in writing by EuroQ. Deviating GTC of contractual partners shall not become part of the contract even if they exclude the inclusion of other GTC and/or if these GTC are not expressly contradicted.

### **2 Offers, Conclusion of Contract**

2.1 All offers of EuroQ are subject to change. Contracts shall only be concluded upon EuroQ's order confirmation or - in the absence of such confirmation - upon delivery or performance by EuroQ.

2.2 In the case of orders from contractual partners from other member states of the European Union, the Customer declares with the placement of the order that the services are ordered for his company. Otherwise he shall exclude this in writing. The Customer shall inform EuroQ of its VAT number when placing the order. If this VAT number has been communicated, it shall also apply to subsequent orders.

2.3 The Customer is obligated to inform EuroQ of any internal order number of the Customer that may be required for processing or invoicing purposes at the latest with the order without being requested to do so.

### **3. Terms of payment**

3.1 EuroQ shall invoice services rendered/partial services rendered with a supplementary statement of work performed. EuroQ is entitled to issue weekly partial invoices.

3.2 All invoices of EuroQ are to be paid within 14 days after the invoice date without deduction. Upon expiration of this payment term, the Customer shall be in default of payment without any notice on the invoice or reminder being required in this respect.

3.3 Any objections to EuroQ's invoices must be made in writing within 14 days of the invoice date, otherwise the invoices shall be deemed approved.

3.4 If the Customer defaults on its payment obligation, EuroQ shall be entitled, after prior written notice to the Customer, to withhold further services until full payment of outstanding claims.

3.5 If the Customer is in default of payment to EuroQ for more than seven days, even if payment terms have been agreed upon which have not yet expired, EuroQ shall be entitled to declare all claims against the Customer immediately due and payable. Even if other payment terms have been contractually agreed, EuroQ may in this case make further deliveries and services conditional upon advance payment or the provision of equivalent security.

3.6 Any discount deduction is excluded.

3.7 All price quotations made by EuroQ are net, i.e. plus the applicable statutory value added tax.

3.8 As far as services of EuroQ in cases of intra-community legal transactions are carried out without showing the German value added tax, the Customer is obliged to pay the value added tax independently according to the national or European law rules applicable to him. The Customer is the sole tax debtor.

#### 4. Acceptance

4.1 Services rendered by EuroQ shall be deemed to be accepted upon the signing of hourly statements (status report) or test reports by the Customer.

4.2 If hourly statements (status report) or test reports are not signed, the Customer shall declare acceptance of the service within 14 days after receipt of the respective report. If this declaration is not made and the Customer does not raise any objections, the performance shall be deemed to have been accepted after the expiry of the 14 days. EuroQ undertakes to draw the Customer's attention to the intended significance of its conduct at the beginning of the period.

#### 5. Exclusion of set-off

Offsetting against claims of EuroQ is excluded, unless the counterclaim declared for offsetting is undisputed or legally binding.

#### 6. Delays in performance, warranty, exclusion periods, liability

6.1 EuroQ undertakes to provide the services it has assumed in accordance with the contractual agreements. Delays in performance due to force majeure and due to events that prevent or make impossible the performance of EuroQ not only temporarily, such as strikes, lockouts or official orders, are not the responsibility of EuroQ, even in the case of agreed deadlines and dates, and do not give rise to any obligation to pay damages.

6.2 EuroQ works with the aim of achieving a high level of process stability and thus guaranteeing the delivery of 100% tested i.o. parts. However, the work physiological limits of the employees and the statistically proven and realistic possibilities of n.o.k. parts must be taken into account. EuroQ's performance is therefore considered to be free of defects if the slip-through of n.i.o. parts complies with the VDA guidelines or is within a lower quota. If no ppm agreements have been made in writing, this general regulation shall apply.

6.3 Any warranty claims shall be notified to EuroQ without delay.

6.4 The warranty rights of the Customer are primarily limited to rectification, whereby EuroQ shall be granted up to three attempts at rectification, unless the content of the contract excludes more than one attempt at rectification. EuroQ is entitled to the right of rectification. In case of refused, delayed or failed rectification, the customer retains the rights of reduction and withdrawal. Insofar as the parts or scopes which were the subject of EuroQ's performance and which are to be rectified have already been delivered and this precludes rectification by EuroQ, rectification by an external company can only take place after written approval by EuroQ. In this case, the customer must clearly define the scope and expense of the rectification and prove the necessity of the rectification. In any case, the Customer shall be exclusively entitled to warranty claims and such claims shall not be transferable.

6.5 Any warranty claims shall become statute-barred within a period of one year. The period shall commence upon acceptance or, in the absence of acceptance, upon completion of the work by EuroQ. In the case of orders in which the parts to be inspected or inspected by the Customer are not subject to an individual identification clearly attributable to the Customer and therefore it cannot be verified whether the respective part was to be inspected or was inspected, the warranty shall be excluded.

6.6 Any guarantee of quality and/or date promise assumed by EuroQ requires a written promise by EuroQ.

6.7 The liability of EuroQ for damages for which EuroQ is responsible is excluded, unless such damages are based on intent or gross negligence. The same applies to any liability of EuroQ for its legal representatives or vicarious agents.

## 7. Duty to cooperate of the Customer

7.1 The Customer is obligated to provide all necessary support to the employees commissioned by EuroQ to perform the work at the Customer's premises. This includes the provision, correctness and completeness of all information, work documents and work equipment required for the performance of the services offered. He shall also be responsible for establishing contact with his specialist functions and for ensuring that necessary decisions of the Purchaser are made in a timely manner.

7.2 The Customer shall ensure that all necessary cooperation services to be provided by him are provided in due time, to the required extent and free of charge for EuroQ.

7.3 If the Customer does not fulfill his obligation to cooperate or does not do so in a timely or sufficient manner, he shall bear the resulting consequences, such as in the case of additional expenses or delays.

## 8. Performance by third parties

EuroQ is entitled to have services owed by it rendered by third parties. In doing so, the third parties are bound by the obligations entered into by EuroQ vis-à-vis the Customer.

## 9. Law of the Federal Republic of Germany, Place of Jurisdiction

9.1 These General Terms and Conditions as well as all legal relationships between EuroQ and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany.

9.2 Insofar as contracts with EuroQ are drawn up in another language in addition to German, the German version of the contract shall prevail in all cases.

9.3 The place of jurisdiction for all disputes arising directly or indirectly in connection with the services to be provided by EuroQ or the claims to which EuroQ is entitled is agreed to be the local court or the district court of Aurich.

## 10. Severability clause

Should any clause of these GTC or other contracts entered into by EuroQ be or become invalid, the remaining rules shall remain in effect.

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