

General Terms and Conditions of Sale and Delivery of AJM GmbH (01/2026)

This English version is provided for convenience only. In case of discrepancies, the German version shall prevail.

§ 1. Scope of Application and Contractual Basis

1. These General Terms and Conditions of Sale and Delivery apply to all deliveries and services of AJM GmbH (hereinafter also referred to as “AJM”) to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.
2. The contractual basis shall be AJM’s respective offer, the written order confirmation and these General Terms and Conditions of Sale and Delivery.
3. In the event of contradictions, the following order of precedence shall apply:
 - (1) individually agreed written provisions / order confirmation,
 - (2) AJM’s offer,
 - (3) these General Terms and Conditions of Sale and Delivery.
4. Deviating or supplementary agreements shall require AJM’s written confirmation.

§ 2. Offers and Documents

1. Offers made by AJM are non-binding unless expressly designated as binding.
2. Drawings, calculations, technical documents, models and other information remain the intellectual property of AJM and may not be reproduced or made accessible to third parties without prior consent.

§ 3. Scope of Performance, Approvals and Changes

1. The scope and execution of deliveries or services shall be exclusively governed by AJM’s written order confirmation.
2. Delivery dates can only be confirmed as binding once,
 - o all technical details have been fully clarified,
 - o all drawings have been approved, and
 - o approval for material procurement and manufacturing has been granted.
3. Documents provided in advance for material disposition purposes do not constitute approval for manufacturing.
4. Changes or additions to the scope of performance require AJM’s written confirmation and may affect prices and delivery dates.

§ 4. Delivery, Delivery Period and Delivery Date

1. Delivery periods commence upon receipt of the order confirmation, but not before complete receipt of all documents, approvals, permits and any agreed advance payments to be provided by the customer.
2. Delivery dates exclusively refer to the dispatch of the goods from AJM’s works.
3. Unless otherwise agreed, delivery shall be FCA (Incoterms® 2020) ex works or from a location designated by AJM.
4. Partial deliveries are permissible if reasonable for the customer.

§ 5. Delay in Delivery and Contractual Penalty

1. A delay in delivery shall only exist if a binding delivery date is exceeded for reasons solely attributable to AJM.
2. Delays due to missing or late approvals, technical clarifications, supplied items, force majeure, supply chain disruptions or other circumstances not attributable to AJM shall not constitute a delay in delivery.
3. A contractual penalty may only be claimed after expiry of a grace period of ten (10) working days following the binding delivery date.

4. If and to the extent that the customer expressly insists on the agreement of a contractual penalty for delay in delivery in an individual case, such penalty shall amount to a maximum of 0.5% of the net value of the delayed delivery or service per completed week of delay (five working days), capped at 5% of the net order value.
5. Any contractual penalty shall be offset against potential claims for damages due to delay. Further claims, in particular for consequential damages, loss of profit or contractual penalties claimed by third parties, are excluded.

§ 6. Prices, Payment, Set-off

1. Prices are net prices plus the applicable statutory value-added tax.
2. Invoices are payable within 30 days net unless otherwise agreed.
3. The customer may only offset claims that are undisputed, legally established or arise from the same contractual relationship.
4. A right of retention may only be exercised in respect of claims arising from the same contractual relationship and which are undisputed or legally established.

§ 7. Documentation

1. The scope of documentation to be provided shall be exclusively determined by the specification agreed in the offer or order confirmation.
2. Retention of payments is only permissible in the event of material and demonstrable defects in the agreed documentation. A defect is deemed material only if, without the relevant document, an agreed acceptance or legally required conformity is objectively impossible.
3. Documentation requested subsequently or not contractually agreed does not entitle the customer to retain payments.

Where the preparation, review or approval of documentation is wholly or partly carried out by external inspection bodies, notified bodies or authorities (e.g. TÜV), AJM shall not be responsible for resulting delays. Such delays do not constitute a defect, provided the documentation has been submitted completely and in due time and AJM has duly fulfilled its cooperation obligations. Delays in external review or approval do not entitle the customer to retain payments, provided the contractual delivery and service have otherwise been rendered.

§ 8. Cancellation and Suspension

1. The customer is entitled to cancel or suspend an order.
In the event of cancellation or suspension, AJM is entitled to remuneration for all services rendered up to that point and reimbursement of all expenses incurred, including in particular:
 - proportionate manufacturing services according to the achieved status,
 - materials procured at purchase price plus handling and storage costs,
 - commissioned third-party services at actual cost.
2. Further statutory claims remain unaffected.

§ 9. Retention of Title

1. AJM retains title to delivered goods until full settlement of all claims arising from the business relationship.
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§ 10. Customer Specifications, Drawings and Engineering Delimitation

1. Where deliveries or services are based wholly or partly on customer specifications, drawings, calculations or other information, AJM assumes no responsibility for their correctness, completeness or suitability for the intended purpose.

2. In such cases, responsibility for design, system integration, functionality and intended use lies exclusively with the customer.
3. Engineering services by AJM are only owed if expressly agreed in writing.

§ 11. Interfaces, Integration and Further Processing

1. AJM assumes no responsibility for the integration of delivered products into a complete system or for interaction with other components unless expressly agreed in writing.
2. In the case of delivery of raw materials, semi-finished or machined parts, the warranty is limited to the agreed material and machining specification. Liability for suitability for further processing or a specific application is excluded.

§ 12. Warranty and Limitation Period

1. AJM warrants defects in accordance with statutory provisions unless otherwise stipulated below.
2. The warranty period shall be one year from transfer of risk; where acceptance is agreed, the period shall commence upon acceptance.
3. Mandatory longer statutory limitation periods, in particular for construction-related use or injury to life, body or health, remain unaffected.
4. No warranty exists for defects caused by improper use, assembly, modifications or interventions by the customer or third parties.

§ 13. Liability

1. AJM shall be liable without limitation in cases of intent or gross negligence as well as for injury to life, body or health.
2. In the event of slight negligence involving a breach of essential contractual obligations, liability shall be limited to the foreseeable damage typical for the contract, capped at the net order value of the respective contract.
3. Liability for indirect damages, consequential damages, production downtime or contractual penalties imposed by third parties is excluded.
4. AJM assumes no liability for obligations, contractual penalties or liabilities assumed by the customer vis-à-vis third parties or end customers without AJM's prior written consent.
5. Mandatory statutory liability provisions remain unaffected.

§ 14. Subcontractors

1. AJM is entitled to engage qualified subcontractors for the performance of contractual services. AJM remains responsible for proper contractual performance.

§ 15. Force Majeure and Compliance

1. Events of force majeure, supply chain disruptions, governmental measures, embargoes, sanctions or comparable circumstances beyond AJM's control entitle AJM to reasonably adjust delivery periods or to withdraw from the contract.
2. Compliance with applicable export control, customs and sanctions regulations is assumed.

§ 16. Place of Performance, Jurisdiction, Applicable Law

1. The place of performance shall be AJM's registered office.
2. The exclusive place of jurisdiction shall be Siegen, Germany. AJM is also entitled to bring legal action at the customer's place of business.
3. German law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).



§ 17. Severability Clause

1. Should individual provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

Freudenberg, January 5, 2026

AJM GmbH