



Associated
Spring

E. WINKEMANN
PRÄZISIONSSTANZTEILE

Hänggi™



GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (“Terms”) apply to and are incorporated into each Contract (as defined below) between the Associated Spring entity identified on the written quotation (a “Quote”) issued to the person or legal entity (the “Customer”) identified in the Quote accepted by Customer or in the written purchase order accepted by Associated Spring in the manner set forth in Section 1 below. Associated Spring and Customer are referred to in these Terms jointly as the “Parties” and severally as a “Party.” If the Customer and Associated Spring have executed a master supply agreement or other similar long-term agreement, the terms of that agreement will control over any different or conflicting terms stated herein.

- 1. Formation of Contract, Purchase Order, and Acceptance.** A binding, non-cancellable contract (a “Contract”) for the sale of products (“Products”) is formed when (a) Associated Spring issues a written quotation, bid, proposal or offer (a “Quote”) to Customer, and Customer accepts the Quote, or (b) Associated Spring accepts Customer’s written purchase order by issuing a written sales confirmation to Customer. These Terms apply to and are incorporated into each Contract as if fully set forth therein. The sale of any Products by Associated Spring is subject to, expressly limited to, and expressly conditioned upon Customer’s acceptance of these Terms. Associated Spring expressly rejects any terms or conditions submitted by Customer, in a purchase order or otherwise, that are inconsistent with, different than, or additional to these Terms, and fulfillment of Customer’s purchase order does not constitute acceptance of any of Customer’s terms and conditions or serve to modify or amend these Terms. Failure by Associated Spring to object to a specific provision contained in Customer’s purchase order shall not in any way be deemed an alteration to or waiver of any one of these Terms. In the event of an inconsistency between a provision of these Terms and the Contract, the provision in these Terms shall take precedence unless expressly stated otherwise in the Contract.
- 2. Pricing and Payments.**
 - (a) All prices are Ex Works (Incoterms® 2020) and are valid for the term specified on the applicable Quote. Associated Spring reserves the right to change pricing of Products within a Contract by providing 30 days’ written notice any time prior to shipment of the Products due to changes in prices of raw material, wages, rates of exchange, taxes, duties, tariffs or the like.
 - (b) All prices are exclusive of any federal, state or local property, license, privilege, sales, use, excise, gross receipts, value added or other like taxes which may be applicable to, or imposed upon, the transaction, the Products, or the sale, transportation, delivery, value or use thereof, or any services performed in connection therewith (“Taxes”). Upon presentation of invoices by Associated Spring, Customer will pay any and all such Taxes. Any claimed exemption from such Taxes must be supported by proper documentary evidence delivered to Associated Spring.
 - (c) Payment terms are net 30 days from the date of invoice. All payments due hereunder will be made without setoff or deduction of any kind and shall be made in the currency in which prices are set forth on the relevant Quote. Amounts remaining unpaid more than 30 days from date of invoice will bear interest at a monthly rate of 1.5% or the maximum rate permitted by applicable law (whichever is less). In the event Associated Spring refers delinquencies to an attorney or an agent for collection, the Customer shall pay all costs of collection, including reasonable attorneys’ fees.
- 3. Delivery.** Delivery is Ex Works Associated Spring’s facility (Incoterms® 2020). Title and liability for loss or damage to Products pass to Customer upon delivery. Scheduled or stipulated delivery dates are approximate and based upon prompt receipt of all necessary information from Customer. Associated Spring will not be liable for any loss or expense incurred by Customer if Associated Spring fails to meet any delivery dates. Each delivery constitutes a separate sale, and Customer shall pay for all Products shipped, whether a shipment is in whole or partial fulfillment of a Contract. Associated Spring will appropriately package Products for shipping. Customer is responsible for arranging and paying for pickup and shipping from the point of delivery, including obtaining any necessary import/export licenses or permits and any customs duties, clearance charges, tariffs, brokers’ fees and other amounts payable in connection with the import/export of the Products by Customer.
- 4. Acceptance of Products.** Customer shall inspect all Products and provide Associated Spring with written notice of acceptance or rejection within 10 business days after delivery of the Products. Any Products not timely rejected will be deemed accepted. Any rejection notice must include sufficient detail describing the defects and basis for rejection.
- 5. Customer Specifications.** Customer agrees that any guidance or assistance provided by Associated Spring in Customer’s determination of the specifications and blueprints for the Products is provided “as-is” and “without warranty” and that Associated Spring shall not be liable for any errors within the Customer specifications or blueprints or for any failure of the specifications to conform to Customer’s expectations. If the Products are manufactured and delivered in a special style specified by the Customer (as shown in a drawing, by a sample, blueprints or in other specific specifications), Customer warrants that the Products and their use by Customer do not infringe or misappropriate any third-party rights, including any patents, industrial design patents, copyrights or other intellectual property rights. Associated Spring shall have no liability to Customer for any costs, lost profits, or other damages resulting from any design, quantity, specification or any other Customer requested change related to the Products.
- 6. Production Part Approval Process.** If at any time during or after Customer’s approval of the Production Part Approval Process (“PPAP”) for the Products, Associated Spring cannot meet the blueprint tolerances described in the PPAP, Associated Spring has right to propose changes to Customer specifications, production process and any costs associated with the production or creation of the Products and any related adjustments to the relevant Contract (“Proposed Changes”) and the Parties agree to promptly negotiate the Proposed Changes in good faith. In the event the Parties cannot come to written agreement regarding any Proposed Changes by

Associated Spring, each Party shall have the right to terminate the Contract as an exclusive remedy without damages or liability owed to the other Party.

- 7. Tooling Charges.** Tooling cost components shall generally be invoiced separately from the value of the Products. Customer shall not acquire any right to own the tools by paying the tooling cost components; the tools shall remain Associated Spring's property and within Associated Spring's sole possession. Associated Spring shall maintain such tools in the ordinary course of business without further cost to Customer for the life of such tool so long as the part remains active and the design is not changed. Associated Spring reserves the right to charge Customer for any costs associated with modifying the tool due to changes to the design, specifications or processes of the tool that are requested by Customer or required by Associated Spring to accommodate any changes in Customer specifications for the Products.
- 8. Ownership.** Associated Spring hereby grants to Customer a limited, perpetual, world-wide, royalty-free, fully paid-up, non-exclusive license to use the Products as specifically set forth in these Terms or the applicable documentation provided by Associated Spring ("License"). Except for the License, Associated Spring does not grant to Customer, and Customer does not acquire from Associated Spring, any right, title, or interest in, to, or under any intellectual property owned or licensed by Associated Spring, regardless of whether such intellectual property is incorporated into the Products. Associated Spring retains for itself all proprietary rights in and to all designs, engineering details, and other data and materials pertaining to all Products supplied by Associated Spring and to all discoveries, inventions, patents and other proprietary rights arising out of the work done in connection with the Products or with any and all products developed as a result thereof, including the sole right to manufacture, market, sell and distribute any such Products to Customer. Customer warrants that it will not divulge, disclose or in any way distribute or make use of such information, and that it will not manufacture or engage to have manufactured other than through Associated Spring such Products without Associated Spring's express written consent.
- 9. Security Interest.** To secure payment of the purchase price of the Products and Customer's performance under these Terms, Customer hereby pledges and grants to Associated Spring a continuing lien on, and purchase-money security interest ("Security Interest") in and to, all of Customer's right, title, and interest in, to, and under the following collateral, wherever located and whether now existing or later acquired: (i) all Products; (ii) all products, goods, work-in-process, inventory, and other personal property of every kind and nature manufactured, produced, or incorporating the Products; (iii) all instruments, promissory notes, chattel paper, letters of credit, letter-of-credit rights, money, general intangibles, including payment intangibles, and all other contract rights arising from each of the foregoing; and (iv) all proceeds, products, profits, and income from each of the foregoing, including insurance proceeds. Customer hereby authorizes Associated Spring to prepare and file financing statements, and any amendments thereto, in all jurisdictions that Associated Spring deems necessary to perfect and maintain perfection of the Security Interest, without Customer's signature. If the Products are combined or comingled with other goods to produce new products, then the Security Interest extends to such products and Customer hereby assigns to Associated Spring all of Customer's right, title, and interest in and to such products.
- 10. Limited Warranty.** Associated Spring warrants to Customer that Products sold to Customer shall be free from defects in material and workmanship at the time of delivery. Warranty claims must be asserted in writing within the twelve (12) month period following delivery of the defective Products (the "Warranty Period"). Associated Spring will have no liability or obligations with respect to any warranty claim asserted after the Warranty Period. This warranty is the only warranty applicable to the Products and is exclusively for the benefit of Customer. This warranty is void if the Products are damaged by misuse, mishandling, disassembly, improper installation, installation in a system with which it is not compatible, neglect, accident, modification or handling by any party not under the direct control of Associated Spring. Associated Spring's liability for breach of the foregoing warranty shall be limited solely and exclusively to repairing or replacing, at Associated Spring's option, the defective Products. Customer is responsible for repair charges and all shipping charges for repairs determined by Associated Spring to be non-warranty repairs. All repaired and replacement Products are warranted for the longer of 90 days or the remainder of the original Warranty Period. ASSOCIATED SPRING HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS REMEDIES SET FORTH IN THIS SECTION ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.
- 11. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ASSOCIATED SPRING DISCLAIMS ALL, AND WILL NOT BE LIABLE TO CUSTOMER FOR ANY, SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS), WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY, EVEN IF ASSOCIATED SPRING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ASSOCIATED SPRING'S MAXIMUM LIABILITY ON ANY CLAIM ARISING OUT OF OR RELATING TO THE PRODUCTS, THESE TERMS, ANY QUOTE, ANY PURCHASE ORDER OR ANY CONTRACT WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS FOR WHICH SUCH CLAIM IS MADE. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY WHETHER SUCH LIABILITY IS BASED ON AN ACTION IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, OR OTHERWISE.
- 12. Confidentiality.** If the Parties have previously signed any agreements governing the disclosure of Confidential Information by both Parties, those prior agreements will remain in full force and effect to the extent they apply prior to the date of the Contract, provided however that these Terms shall apply to any Confidential Information disclosed by a Party after formation of a Contract. The receiving Party will keep confidential all Confidential Information of the disclosing Party and will only use such Confidential Information in connection with the implementation of the Contract and for no other purpose. Each Party will protect the other's Confidential

Information from unauthorized distribution or use using the same degree of care it uses to protect its own like information, but no less than a reasonable degree of care. All Confidential Information supplied by the disclosing Party to the receiving Party in connection with these Terms, together with all copies thereof, will remain the property of the disclosing Party. Each Party acknowledges and agrees that, due to the unique nature of the Confidential Information, there can be no adequate remedy at law for breach of this Section and that such breach would cause irreparable harm to the non-breaching Party; therefore, the non-breaching Party will be entitled to seek immediate injunctive relief, in addition to any remedies otherwise available at law or under these Terms. "Confidential Information" means any information disclosed by one Party to the other Party in connection with these Terms, which is disclosed in writing, verbally or by inspection and is identified as "confidential" or "proprietary" by the disclosing Party, or which the receiving Party should have reason to believe is treated as confidential or proprietary by the disclosing Party. Any information, in whatever form, disclosed by Associated Spring to Customer that relates to the Products or processes related to the creation of the Products and that is not publicly known is "Confidential Information." Confidential Information does not include information that: (a) enters the public domain through no fault of the receiving Party, (b) is communicated to the receiving Party by a third party under no obligation of confidentiality, (c) has been independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party, (d) was in the receiving Party's lawful possession prior to disclosure and had not been obtained either directly or indirectly from the disclosing Party, or (e) is required to be disclosed by law, provided the receiving Party has promptly notified the disclosing Party in writing of such legal requirement and allowed the disclosing Party a reasonable time to oppose such requirement. Confidential Information of Associated Spring includes these Terms and any Quote.

- 13. Termination.** Contracts are non-cancellable except as expressly provided in these Terms. Associated Spring may terminate any Contract with immediate effect upon written notice to Customer if Customer: (a) fails to pay any amount as or when due; (b) has not otherwise complied with these Terms, in whole or in part; (c) becomes debarred, suspended, or identified as a denied party by any applicable government agency; (d) becomes insolvent, files a petition for bankruptcy, or commences, or has commenced against it, proceedings related to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (e) violates, or is reasonably believed to have violated, applicable law, including anti-bribery, anti-corruption, or anti-money laundering laws.
- 14. Indemnification.** Customer will indemnify, defend, and hold Associated Spring and its affiliates and their respective directors, officers, employees and agents harmless from and against any and all damages, liabilities, claims, causes of action, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by any of them in connection with any suit, action, claim or proceeding arising out of or in connection with: (a) injuries to any person (including death) or damage to any property caused by or related to the Products or any negligence act or omission of Customer, its employees or agents, (b) Customer's failure to comply with applicable laws, rules, or regulations, or (c) infringement on the intellectual property rights of any third party by reason of any sale or use of the Products or the manufacturing of the Products to Customer's specifications or samples.
- 15. Trade Compliance.** The Products, including any documentation and technical data related thereto (collectively, "Controlled Items") may be subject to certain trade laws, rules, and regulations ("Trade Laws"). Customer shall comply with all applicable Trade Laws. Customer shall not export, re-export, or release any Controlled Items, directly or indirectly, to any jurisdiction to which, or person to whom, such export, re-export, or release is prohibited by any applicable Trade Laws. It is Customer's responsibility to obtain any license or other approvals, and Customer will complete any documents requested by Associated Spring prior to exporting, re-exporting, or releasing any Controlled Items. Customer shall indemnify, defend, and hold Associated Spring and its affiliates and their respective directors, officers, employees and agents harmless from and against any alleged or actual violation of Trade Laws by Customer or any of its shareholders, directors, officers, employees, affiliates, successors, assigns, customers, agents, distributors, resellers, or vendors.
- 16. General.**
 - (a) Entire Agreement. The Contract (including these Terms) (i) constitutes the entire agreement between Associated Spring and Customer for the sale of the Products provided by Associated Spring under the Contract; (ii) supersedes all prior and contemporaneous discussions, proposals, negotiations, representations, warranties, agreements, and communications, both written and oral, regarding the same; and (iii) excludes any terms or conditions provided by Customer, which will be null and void and of no force.
 - (b) Severability, Amendment and Waiver. If any provision of these Terms is deemed invalid or unenforceable, then such provision will be severed from these Terms, as applicable, and have no further impact on the remaining provisions. Any amendment or modification of the Contract or these Terms will be null and void and of no force unless it is in a writing signed by a duly authorized representative of each Party. No waiver by Associated Spring of any of the provisions of the Contract or these Terms is effective unless explicitly set forth in writing and signed by Associated Spring.
 - (c) No Assignment. Customer shall not assign, delegate, or subcontract its rights or obligations under the Contract or these Terms without the prior written consent of Associated Spring, and any attempted assignment, delegation, or subcontract without such consent will be void.
 - (d) No Third-Party Beneficiaries. These Terms are for the sole benefit of the Parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
 - (e) Notices. All notices, consents, claims, demands, and waivers hereunder (each a "Notice") must be in writing and addressed to the Customer at the address set forth on the face of the Quote, to the Associated Spring entity identified on the Order at such entity's address set forth in Table 1 below, or to such other address that may be designated by the receiving Party in writing.

All Notices will be effective only when delivered to the required address by personal delivery, recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid).

- (f) **Force Majeure Events.** Associated Spring will have no liability under the Contract or these Terms to the extent that it is delayed, prevented or hindered in performing any of its obligations as a result of a Force Majeure Event. Additionally, Associated Spring shall be allowed to adjust performance of these Terms and the Contract accordingly and as reasonably necessary during a Force Majeure Event, including increasing costs or delivery times for the Products. Notwithstanding the foregoing, Customer may terminate an undelivered order effective immediately upon delivery of written notice to Associated Spring if the period that Associated Spring is delayed, prevented or hindered from performing its obligations because of a Force Majeure Event is for more than one year. "Force Majeure Event" means any circumstance or occurrence beyond the reasonable control of Associated Spring, including, without limitation, acts of God, acts or omissions by a public authority, strikes, blockades, acts of terrorism, riots, storms, earthquakes, explosions, fires, floods, epidemic, pandemic, or other similar occurrences.
- (g) **Survival.** The terms, conditions, rights and obligations of the Parties in these Terms that, by their nature, should survive termination or expiration of these Terms, will survive any expiration or termination of these Terms including but not limited to the following Sections: 2 (Pricing & Payments); 5 (Customer Specifications); 7 (Tooling Charges); 8 (Ownership); 9 (Security Interest); 11 (Limitation of Liability); 12 (Confidentiality); 14 (Indemnification); 15 (Trade Compliance); 16 (General); and 17 (Additional Terms for all Contracts filled by Associated Spring in Germany).
- (h) **Medical Contract:** Where a contract is for medical components, the Customer retains the responsibility for reporting any adverse events or issuance of advisory notices to regulatory authorities
- (i) **Governing Law and Venue.** The governing law applicable to these Terms shall be determined based upon the Associated Spring entity contracting under the Contract in accordance with Table 1 below. The United Nations Convention on Contracts for the International Sale of Goods is disclaimed and shall not apply to any Contract. Each of the Parties hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts where the contracting Associated Spring entity is located unless Associated Spring should wish to bring the case before another competent court of law.

TABLE 1 – ASSOCIATED SPRING ENTITIES

Associated Spring Contracting Entity	Governing Law Applicable to the Contract	Notice Address
Associated Spring US, LLC	The Contract shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to its conflict of law principles.	12877 Emerson Drive Brighton, Michigan 48116 United States
Associated Spring do Brasil	The Contract shall be governed by and construed in accordance with the laws of Brazil, and to the fullest extent permitted by law, shall be without regard to any conflict of laws or rules which might apply the laws of any other jurisdiction.	Rua Wallace Barnes 301, Campinas, SP, 13054-701
Associated Spring Stamping Solutions Asia, PTE. LTD.	The Contract shall be governed by and construed in accordance with the laws of Singapore, and to the fullest extent permitted by law, shall be without regard to any conflict of laws or rules which might apply the laws of any other jurisdiction.	Tuas Avenue 2 28 Singapore 639459
Associated Spring México	The Contract shall be governed by and construed in accordance with the laws of Mexico, and to the fullest extent permitted by law, shall be without regard to any conflict of laws or rules which might apply the laws of any other jurisdiction.	Av Central # 85, 07700 Gustavo A. Madero, Distrito Federal
Sko-Die, Inc.	The Contract shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to its conflict of law principles.	8050 Austin Ave Morton Grove, IL 60053 United States
AH Metal Solutions A/S	These Terms shall be governed by and construed in accordance with the laws of Denmark, and to the fullest extent permitted by law, shall be without regard to any conflict of laws or rules which might apply the laws of any other jurisdiction.	Solvang 21 3450 Lillerød Denmark
Heinz Hänggi Swiss Stamping Solutions GmbH	These Terms shall be governed by and construed in accordance with the laws of Switzerland, and to the fullest extent permitted by law, shall be without regard to any conflict of laws or rules which might apply the laws of any other jurisdiction.	Unterer Einschlag CH-2544 Bettlach Switzerland

E. WINKEMANN GmbH	These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, and to the fullest extent permitted by law, shall be without regard to any conflict of laws or rules which might apply the laws of any other jurisdiction.	Bremcker Linde 5 58840 Plettenberg Germany
-------------------	---	--

17. Additional Terms for all Contracts filled by Associated Spring in Germany.

- (a) These Terms only apply vis-à-vis entrepreneurs pursuant to § 301 (1) of the German Civil Code (Bürgerliches Gesetzbuch, BGB).
- (b) The Warranty Period set forth in Section 10 is governed by the applicable German statutory limitation periods in the event of intentional or grossly negligent defects or to simply negligent defects, if these result in an injury to life, body or health. Additionally, the Customer shall only be entitled to claims in the event of defect if the Customer has met its obligations with regard to inspection and reporting defects under §§ 377, 378 of the German Commercial Code without delay. Concealed defects must be reported immediately after their discovery.
- (c) Associated Spring shall reserve title to delivered Products until it has received full payment for all claims in connection with its business relationship with Customer. This reservation of title shall not be affected by the inclusion of individual claims in a current account or by striking and acknowledging a balance. Payment shall be deemed to have been made when Associated Spring has received the equivalent amount billed for the Products. In the event that Customer should act in breach of these Terms, in particular, in the event of default in payment, the Products delivered under reservation of title may be withdrawn by Associated Spring if and to the extent Associated Spring is entitled to rescind from the contract due to this conduct in breach of the contract. Withdrawal of the reserved Products shall be deemed to be rescission of the contract. Customer shall be entitled to resell Products subject to a reservation of title in the course of normal business under Customer's normal business terms as long as Customer is not in default, as long as Customer reserves title to the Products and as long as the claims arising from the resale are transferred to Associated Spring in accordance with the following provisions. Customer shall not be entitled to dispose of the Products subject to reservation of title in any other way.
 - (i) Customer hereby assigns its claims arising from any resale of the Products subject to a reservation of title to Associated Spring and Associated Spring accepts such assignment. At the request of Associated Spring, Customer shall provide Associated Spring with information concerning such assigned claims that is necessary for collection of the debt and inform debtors of the assignment. Customer shall not be entitled to assign such claims to third parties.
 - (ii) Any processing or treatment of the Products subject to reservation of title by Customer shall be deemed to have been carried out for Associated Spring without generating obligations for Associated Spring. If the Products subject to reservation of title are processed, combined, mixed or blended with other goods that are not Associated Spring property, Associated Spring shall be entitled to joint ownership of the resultant new product in the ratio of the value of Associated Spring's Products subject to reservation of title to the remaining processed goods at the time they were processed, combined, mixed or blended. If Customer acquires sole ownership of the new product, Customer shall give Associated Spring joint ownership of the new product in proportion to the Products subject to reservation of title and shall hold it for Associated Spring in safekeeping free of charge.
 - (iii) If the Products subject to reservation of title are resold together with other goods, regardless of status, the agreed assignment of the future claim shall be applicable only up to the value of the goods subject to reservation of title that, in combination with the other goods, are the subject matter of the supply transaction.