General Terms and Conditions of Sale – GTRS-SZ

Effective 21 November 2026 – Translation, the French version prevails

Article 1 – Seller

These General Terms and Conditions of Sale (the "Terms") are issued by GEAR TOOLS RECONDITIONING SOLUTIONS S.A., a public limited company (société anonyme) incorporated under Luxembourg law with a share capital of EUR 400,000, trading under the brand GTRS-SZ, with registered office at 5 rue Bommel, L-4940 Hautcharage (Grand Duchy of Luxembourg), registered with the Luxembourg Trade and Companies Register under number B214154, VAT number LU30578772 ("GTRS-SZ" or the "Seller").

GTRS-SZ is ISO 9001:2015 certified for the design, manufacture, resharpening and reconditioning of gear cutting tools.

Article 2 – Scope

2.1 These Terms apply to all quotations, orders, sales of products and services provided by GTRS-SZ to business customers (the "Customer"), whatever the Customer's country.

2.2 They form the sole basis of the business relationship. Any order implies unreserved acceptance of these Terms, which prevail over any general purchasing conditions or other documents of the Customer, unless GTRS-SZ has expressly agreed otherwise in writing. Failure by GTRS-SZ to enforce any provision shall not be construed as a waiver of its right to do so later.

2.3 Special conditions agreed in writing (framework agreement, price agreement, specifications, supplier quality agreement) prevail over these Terms for the matters they cover.

2.4 The current Terms are provided to any Customer upon request and are available at www.gtrs-sa.com. GTRS-SZ may amend them at any time; the version in force on the date of the order applies.

Article 3 – Definitions

- **Tools**: hobs (HSS, PM-HSS, carbide), broaches, shaper cutters, shaving cutters and any other gear cutting tool.
- **Customer Tools**: Tools owned by the Customer and handed over to GTRS-SZ for a Service.
- **Services**: resharpening, reprofiling, relief grinding, cutting-edge preparation (GTA / "Nano" technology), stripping and PVD coating, metrological inspection and any related service.
- **Products**: new Tools designed and/or manufactured by GTRS-SZ, including Tools from the **Second Life** programme (reuse of hob bodies to manufacture tools of smaller diameter).
- **Express Lead Time**: accelerated turnaround of three (3) working days, applicable only to Services (resharpening, reprofiling, edge preparation, coating), at the Customer's express request and subject to acceptance by GTRS-SZ.

Article 4 – Quotations and orders

4.1 Quotations from GTRS-SZ are valid for thirty (30) days from their date of issue, unless stated otherwise. They are based on the information, drawings and Tools provided by the Customer; inaccurate or incomplete information entitles GTRS-SZ to revise its quotation.

4.2 An order becomes binding only upon receipt by GTRS-SZ of a written purchase order (letter, e-mail, customer portal or EDI) or, for recurring Services, upon delivery of the Tools with a delivery note or job sheet. GTRS-SZ may issue an order acknowledgement, which shall be binding unless contested within forty-eight (48) hours.

4.3 For Products made to the Customer's drawing or specification (special hobs, Second Life), the Customer approves in writing the tool drawing prepared by GTRS-SZ before production starts. The Customer remains solely responsible for the gear data it provides (module, pressure angle, profile, profile modifications, DIN 3968 quality class, etc.).

4.4 Any change or cancellation of an order requires the written consent of GTRS-SZ. Orders for customised Products cannot be cancelled once production has started; materials procured (in particular carbide or HSS blanks) and work already performed will be invoiced to the Customer.

Article 5 – Nature of Services and Products

5.1 GTRS-SZ performs its Services in accordance with good industry practice, its ISO 9001:2015 quality management system and, unless otherwise agreed in writing, the DIN 3968 quality class stated on the tool drawing or the order.

5.2 Only resharpening is offered for broaches, shaper cutters and shaving cutters. For hobs, GTRS-SZ offers resharpening, reprofiling, edge preparation, stripping and PVD coating (multilayer AlCrN coating produced in-house), as well as the manufacture of new HSS and carbide Tools.

5.3 Unless the Customer gives express written instructions to the contrary, the choice of process parameters (stock removal, edge preparation, coating type) is a matter for GTRS-SZ's expertise.

5.4 Second Life Tools are manufactured from reused tool bodies inspected and requalified by GTRS-SZ. They are subject to the same dimensional and quality-class requirements as new Tools, as defined on the drawing approved by the Customer.

Article 6 – Customer Tools

6.1 The Customer delivers its Tools clean, degreased, properly packed and identified (reference, serial number, drawing if available). GTRS-SZ may charge any necessary cleaning or repacking costs.

6.2 On receipt, GTRS-SZ carries out an incoming inspection. Where a Tool shows abnormal wear, chipping, cracks, insufficient usable length or any other defect affecting the quality of the Service, GTRS-SZ informs the Customer and proposes a solution (reprofiling, Second Life, scrapping or return as is). Inspection and assessment costs already incurred may be invoiced.

6.3 If the Customer gives no instructions within thirty (30) days of being so informed, GTRS-SZ may return the Tool as is at the Customer's expense.

6.4 A Tool declared unusable may, with the Customer's written consent, be transferred to GTRS-SZ for reuse in the Second Life programme or for recycling, on buy-back terms then agreed between the parties.

6.5 Customer Tools are in GTRS-SZ's custody while the Service is performed. The Customer remains the owner of its Tools and is responsible for insuring them against loss, theft, fire and damage, including while they are at GTRS-SZ. GTRS-SZ's liability for loss or destruction of a Customer Tool is limited to its residual value, taking its wear into account.

6.6 Finished Tools not collected, or whose delivery cannot take place for reasons attributable to the Customer, are stored at the Customer's cost and risk. More than six (6) months after a formal notice has remained without effect, GTRS-SZ may freely dispose of them, subject to applicable law, any proceeds being set off against amounts due.

Article 7 – Lead times

7.1 Turnaround and delivery times are indicative and run from receipt of the firm order and the Tools or, for Products made to drawing, from the Customer's approval of the drawing and receipt of any down payment.

7.2 An Express Lead Time of three (3) working days may be granted for Services at the Customer's express request, depending on workshop capacity. It does not apply to the manufacture of new or Second Life Products, whose lead times are set in the quotation. It is subject to a surcharge as stated in the price list or quotation.

7.3 Late delivery shall not entitle the Customer to cancel the order, reject the Tools or claim damages or penalties, unless GTRS-SZ has expressly agreed such penalties and their cap in writing beforehand.

7.4 Lead times are automatically suspended in the event of force majeure, delay by a material supplier (in particular of blanks), delay by the Customer in providing information, approvals or payment, or Tools not complying with Article 6.

Article 8 – Transport, shuttle service and transfer of risk

8.1 Unless otherwise agreed, Products and Tools are delivered **EXW Hautcharage** (Incoterms® 2020). Outbound and return shipping costs are borne by the Customer.

8.2 GTRS-SZ may offer a shuttle service for the collection and delivery of Tools at the Customer's premises according to a route schedule notified to the Customer. This service is charged according to the current price list or included in the agreed special conditions. During transport by the GTRS-SZ shuttle, the Tools are in GTRS-SZ's custody.

8.3 Outside the shuttle service, the risk of loss and damage passes to the Customer when the Tools or Products are handed over to the carrier or made available at GTRS-SZ's premises. In the event of damage or shortage, the Customer must make the necessary reservations with the carrier and notify GTRS-SZ within forty-eight (48) hours.

Article 9 – Prices

9.1 Prices are in euros, excluding VAT, transport and special packaging, based on the price list in force on the date of the order or on the accepted quotation.

9.2 Services are invoiced according to the type of work (resharpening, reprofiling, edge preparation, stripping, coating, inspection) and the characteristics of the Tool (module, diameter, length, number of gashes, material). Additional work identified during incoming inspection is subject to the Customer's prior approval.

9.3 GTRS-SZ may revise its prices once a year, or at any time in the event of a significant change in the cost of raw materials (carbide, HSS, coating targets) or energy, with one (1) month's notice. Orders accepted before the new prices take effect are invoiced at the agreed prices.

Article 10 – Invoicing and payment

10.1 Invoices are issued upon delivery or when the Tools or Products are made available. For customised Products and first orders, GTRS-SZ may require a down payment of [30] % with the order.

10.2 Unless otherwise agreed, invoices are payable by bank transfer within thirty (30) days of the invoice date, on the due date shown on the invoice. No discount is granted for early payment.

10.3 In accordance with the amended Luxembourg law of 18 April 2004 on payment periods and late-payment interest, any late payment automatically entails, without prior notice: (i) a fixed penalty equal to ten per cent (10%) of the total invoice amount, due from the first day of delay; (ii) late-payment interest at the fixed rate of fifteen per cent (15%) per annum, calculated pro rata temporis from the day after the due date until the date of actual payment; (iii) a fixed recovery fee of forty (40) euros per invoice, without prejudice to further compensation upon proof. For Customers established in France, this fee is also due under Article L. 441-10 of the French Commercial Code.

10.4 In the event of late payment, GTRS-SZ may, upon simple notice, suspend performance of current orders, require cash payment for future orders and declare all outstanding amounts immediately due.

10.5 GTRS-SZ has a right of retention over Customer Tools and Products in its possession until full payment of all amounts owed by the Customer, under the relevant order or any other order.

10.6 The Customer may not make any set-off or withholding from amounts due without the prior written consent of GTRS-SZ, including in the event of a complaint.

10.7 Any dispute concerning an invoice must be notified to GTRS-SZ in writing, with reasons, within thirty (30) days of the invoice date. After this period, the invoice is deemed accepted without reservation. By way of derogation from Article 10.6, a dispute raised within this period only entitles the Customer to withhold the disputed amount; the balance remains payable on the due date, failing which the penalties set out in Article 10.3 apply.

10.8 The payment terms and late-payment penalties of this Article are restated at the foot of each invoice, in French, German, English or Spanish according to the Customer's language.

Article 11 – Quality control and documentation

11.1 Each Tool undergoes a final inspection in GTRS-SZ's metrology laboratory (tool measuring machines, coating thickness measurement, edge preparation measurement) according to DIN 3968 or the agreed specifications.

11.2 An inspection report is provided where the order so provides or at the Customer's request; it may be charged. Quality records are kept for the period set by GTRS-SZ's quality system.

11.3 With reasonable notice and subject to the confidentiality of its processes, the Customer may audit GTRS-SZ's processes relating to its orders.

Article 12 – Acceptance and complaints

12.1 The Customer inspects the Tools and Products upon receipt. Any complaint regarding an apparent defect, non-conformity or shortage must be sent in writing to GTRS-SZ within eight (8) working days of receipt, with all supporting evidence (references, serial numbers, measurement reports, photos). After this period, the Tools and Products are deemed accepted.

12.2 A hidden defect must be reported in writing within eight (8) working days of its discovery and in any event within the warranty period set out in Article 13.

12.3 The Customer keeps the disputed Tool unaltered and makes it available to GTRS-SZ for assessment, together, where applicable, with the parts cut and the conditions of use (machine, cutting parameters, lubrication, workpiece material, number of parts produced). Any rework of the Tool by the Customer or a third party voids the right to complain.

12.4 Measurement results are assessed according to DIN 3968 and taking measurement uncertainty into account. Where the Customer's measurements differ from those of GTRS-SZ, the parties carry out a joint measurement before any non-conformity is concluded.

12.5 No return is accepted without GTRS-SZ's prior consent. A complaint does not suspend the obligation to pay for unaffected Tools and Products.

Article 13 – Warranty

13.1 **Services**: GTRS-SZ warrants that the processed Tool conforms to the agreed specifications at the time of delivery. In the event of a non-conformity acknowledged by GTRS-SZ, its sole obligation is, at its option, to redo the Service free of charge or to refund or credit its price.

13.2 **New and Second Life Products**: GTRS-SZ warrants the Products against defects in material or workmanship for twelve (12) months from delivery. The warranty is limited, at GTRS-SZ's option, to repair, rework or replacement of the defective Product, or to a credit note.

13.3 Tool life (service life, parts per regrind) depends on factors beyond GTRS-SZ's control and is not warranted, unless GTRS-SZ has accepted in writing a quantified performance commitment under defined test conditions. Test results, indications of tool-life gains (in particular from GTA / “Nano” technology or coating) and technical recommendations are given for information only.

13.4 The warranty excludes defects resulting from: normal wear; improper use (unsuitable cutting parameters, insufficient lubrication, machine in poor condition, faulty mounting or clamping, collision); improper storage or handling; incorrect data or drawings supplied by the Customer; the prior condition of a Customer Tool (internal cracks, original material or heat-treatment defects); intervention by a third party.

Article 14 – Liability

14.1 GTRS-SZ is bound by an obligation of means. Its total liability, on any ground whatsoever, is limited to the net amount of the relevant order and in any event to the net amount invoiced to the Customer during the previous twelve (12) months.

14.2 GTRS-SZ shall in no event be liable for indirect or consequential losses, such as loss of production, line stoppage, business interruption, loss of revenue or customers, costs of sorting, reworking or recalling parts produced by the Customer, or penalties claimed from the Customer by its own customers.

14.3 The Customer must inspect the first parts cut with each Tool delivered before starting series production. Failing this, no liability may be claimed in respect of the parts produced.

14.4 The limitations in this Article do not apply in the event of gross negligence or wilful misconduct by GTRS-SZ, or in other cases where the law prohibits limitation of liability.

Article 15 – Retention of title

15.1 **Products sold remain the property of GTRS-SZ until full payment of the price, including interest and ancillary costs.** Risk nevertheless passes to the Customer as set out in Article 8.

15.2 In the event of non-payment, GTRS-SZ may reclaim the unpaid Products at the Customer's expense. The Customer shall not pledge the Products or transfer ownership of them by way of security until the price has been paid in full.

Article 16 – Intellectual property and know-how

16.1 Tool drawings, grinding programs, grinding-wheel profiles, process parameters, edge preparations, coating recipes, reports and technical documents produced by GTRS-SZ remain the exclusive property of GTRS-SZ or its licensors. Their disclosure to the Customer confers no right of ownership or licence other than the use of the Tools delivered.

16.2 The GTA (“Nano”) and Second Life technologies, as well as the cross-customer library of hob bodies, are operated by GTRS-SZ under licence. The Customer shall not reproduce them, have them reproduced by a third party or file any industrial property right in respect of them.

16.3 Drawings and data provided by the Customer remain its property. The Customer indemnifies GTRS-SZ against any third-party claim alleging infringement of intellectual property rights arising from the drawings or specifications it has provided.

Article 17 – Confidentiality

Each party undertakes to keep confidential the technical, commercial and financial information of the other party that it obtains in the course of their relationship (drawings, gear data, prices, volumes, processes), to use it only for performing orders and not to disclose it to third parties without prior written consent. This obligation survives for five (5) years after the end of the business relationship.

Article 18 – Force majeure

Neither party shall be liable for any failure to perform resulting from force majeure, meaning any event beyond its reasonable control, including natural disaster, fire, flood, epidemic, war, strike, major equipment breakdown, interruption of energy or material supply, or government decision. Obligations are suspended for the duration of the event. If it lasts more than sixty (60) days, either party may terminate the affected order without compensation, Services already performed remaining payable.

Article 19 – Personal data

GTRS-SZ processes the personal data of the Customer's contacts (name, position, business contact details) solely to manage the business relationship, in accordance with Regulation (EU) 2016/679 (GDPR). The data are kept for the duration of the relationship and the statutory accounting retention periods. Data subjects have the right of access, rectification, erasure, restriction and objection, which they may exercise at [e-mail address].

Article 20 – Governing law and jurisdiction

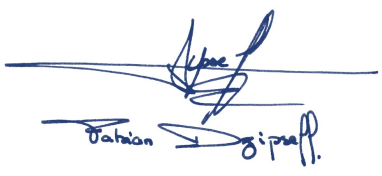
20.1 These Terms and all relations between GTRS-SZ and the Customer are governed by Luxembourg law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) is excluded.

20.2 The parties shall seek to settle any dispute amicably. Failing agreement within thirty (30) days, **any dispute shall fall within the exclusive jurisdiction of the courts of Luxembourg City**, including in the event of multiple defendants, third-party proceedings or summary proceedings. GTRS-SZ nevertheless reserves the right to bring proceedings before the court of the Customer's domicile.

20.3 These Terms are drafted in French. In the event of a translation (in particular into German, English or Spanish), the French version prevails.

Hautcharage, 21 November 2026.





Fabian Dzipseff
Président-Directeur Général — GTRS S.A.