

General Terms and Conditions of Sale and Delivery

1.0 Scope of application

- 1.1 These Terms and Conditions of Sale apply towards enterprises, legal persons under public law and special assets under public law.
- 1.2 Our supplies and performances are subject exclusively to the following terms and conditions.
- 1.3 Terms and conditions of business of the buyer not expressly acknowledged by us do not apply.

2.0 General provisions

- 2.1 All offers and agreements are based exclusively on the following terms and conditions.
- 2.2 Offers are invariably non-committal unless declared to be binding in the individual case. Statements and illustrations in prospectuses and catalogues are approximations usual in the sector unless we have expressly designated them as binding.
- 2.3 We are only bound for two months to individual offers made in writing unless we expressly declare otherwise in writing.
- 2.4 Orders first become binding when we confirm them in writing. Oral agreements are only valid if confirmed in writing; this applies equally to all supplements, changes and ancillary agreements.

3.0 Delivery

- 3.1 Stated delivery times are only approximate unless we have confirmed in writing that a specific delivery date is binding.
- 3.2 Unless agreed otherwise, we deliver "ex-works". Our notice of readiness for shipment or collection decides compliance with the delivery date or delivery period. The delivery period begins when our order confirmation is sent and prolongs appropriately if the circumstances of section 12.0 are given.
- 3.3 Partial deliveries in a reasonable scope are admissible.
- 3.4 If the buyer makes subsequent changes to the contract that influence the delivery period, the delivery period can prolong appropriately. This applies accordingly if the delivery is delayed for other reasons for which the buyer is answerable.
- 3.5 Unless agreed otherwise, ordered goods must be accepted six months after order confirmation in the case of contracts for delivery on call. Extra costs caused due to a late call or subsequent changes of the call caused by the buyer are charged to the buyer; our calculation shall be decisive.

4.0 Shipment and passage of risk

- 4.1 The buyer must promptly take over goods reported as ready for shipment. We are otherwise entitled at our own discretion to either dispatch them or store them at the expense and risk of the buyer.
- 4.2 Unless specially agreed otherwise, we select the transport means and transport route.
- 4.3 Risk passes to the buyer upon handover to the railway company, forwarding agent or haulage contractor or upon the beginning of storage, but at the latest when the goods leave the works or warehouse, and also then if we have undertaken to make the delivery.

5.0 Late delivery

- 5.1 If we foresee that the goods cannot be delivered within the delivery period, we shall notify this to the buyer immediately in writing stating the reasons and, if possible, name the foreseeable delivery time.
- 5.2 If delivery is delayed due to a circumstance stated in section 12.0 or due to action or neglect of the buyer, then a prolongation of the delivery period appropriate under the circumstances will be agreed.
- 5.3 The buyer is only entitled to withdraw from the contract if we are answerable for non-compliance with the delivery date and after the buyer has unsuccessfully set us an appropriate subsequent period to perform.
- 5.4 The contract parties are obligated to inform the other party immediately when an impediment of the aforesaid type begins and ceases to exist.

6.0 Prices

- 6.1 Our prices are understood as in EURO exclusive VAT, packaging, freight, postage and insurance. We assume the freight costs for deliveries with a net value of more than € 4,000.00 free to recipient station for shipments by rail, free to buyer for delivery by road and free to mainland loading station for deliveries to German islands.
- 6.2 Packaging usual in the trade is included in the price; additional desired transport packaging is charged extra and is non-returnable.
- 6.3 If the costs for wages, materials and/or energy change significantly in contracts with a term of more than 3 months, each contract party is entitled to demand that the price be adjusted in consideration of these factors.

7.0 Conditions of payment

- 7.1 All invoices are due for payment without discount within 30 days of invoice date. Discount of 2 percent is granted for payments within 14 days of invoice date.
- 7.2 If we have undisputedly delivered partly defective goods, the buyer is nevertheless obligated to pay for the portion not defective unless the partial delivery is uninteresting to him. In otherwise, the buyer may only net with legally established or uncontested counterclaims.
- 7.3 If payment is not made by the due date, we are entitled to charge default interest at that rate charged to us by the bank for current account credit, but at least eight percent points over the respective basic interest rate of the European Central Bank.
- 7.4 In the case of default with payment, we can, after notifying the buyer in writing, discontinue fulfilling our obligations until payment is received.
- 7.5 Bills of exchange and cheques are only accepted after agreement and only on account of performance and on condition that they are discountable. Discount charges are accounted as from the day the invoice amount is due. No guarantee is given that bills of exchange and cheques are presented or bills protested in good time.
- 7.6 If it becomes apparent after contract conclusion that our claim to payment is at risk due to insufficient ability of the buyer to perform, we can refuse performance and set the buyer an appropriate period in which he must pay simultaneously against delivery or must furnish collateral. If the buyer refuses to do this or the set period expires fruitlessly, then we are entitled to withdraw from the contract and demand damage compensation.

8.0 Samples and drawings, Third party industrial property rights

- 8.1 The supplier reserves proprietary and author's rights to illustrations, drawings, sketches, other documents and samples.
- 8.2 Samples are delivered carriage paid and, unless agreed otherwise, must be returned or purchased at the list price within three months. Used or damaged samples are not accepted back. Sample pieces made in special one-off manufacture must invariably be purchased.
- 8.3 The buyer indemnifies us against all claims if third party industrial property rights are infringed due to manufacturing goods according to drawings, samples or other specifications of the buyer.

9.0 Reserve of title

- 9.1 We reserve title to the delivered goods until all claims from the business relationship with the buyer are settled.
- 9.2 The buyer is entitled to change these goods in orderly business as long as he complies with his obligations from the business relationship with us in good time. However, the buyer may neither pledge nor transfer ownership of the conditional goods as security. The buyer is obligated to secure our rights in the case of credited reselling of the conditional goods.
- 9.3 If the buyer offends against his duties, especially default with payment, then after unsuccessful expiry of an appropriate period set to the buyer to perform we are entitled to withdraw and take back the goods; this does not prejudice the statutory provisions

concerning dispensability of setting a period to perform. The buyer is obligated to surrender possession. We are entitled to withdraw from the contract if application is filed for insolvency proceedings on the assets of the buyer.

- 9.4 The buyer herewith assigns to us as security all claims and rights from the sale of goods to which we have proprietary rights or from the rental of such goods possibly permitted to the buyer. We herewith accept this assignment.
- 9.5 The buyer undertakes any reworking or processing of the conditional goods invariably for us. If the conditional goods are processed or inseparably commingled with items that do not belong to us, then we acquire co-ownership in the new item in the ratio of the invoice value of the conditional goods to that of the other processed or commingled goods at the time of processing or commingling. If our goods are compounded with other movable objects to form a unified item or inseparably commingled and the other item must be regarded as the main item, then the buyer assigns to us pro rata co-ownership inasmuch as the main item belongs to him. The buyer keeps the ownership or co-ownership for us. That applicable for the conditional goods shall apply otherwise to the item created by processing, compounding or co-mingling.
- 9.6 The buyer must inform us immediately of compulsory enforcement measures by third parties in the conditional goods, the assigned claims or other security and provides us with the documents necessary to intervene. This applies also to impairments of any other kind.
- 9.7 If the value of furnished security exceeds the value of the secured claims in total by more than 20 percent, we are obligated on demand of the buyer to release security of our choice.

10.0 Guarantee

- 10.1 The characteristics of the goods are determined exclusively according to the agreed technical delivery regulations. If we must deliver according to specifications, samples, etc., of our buyer, then the buyer assumes the risk of suitability for the intended purpose. The point in time of passage of risk pursuant to section 4.3 is decisive for the contractual condition.
 - 10.2 We reserve the right to make changes to the construction and/or manufacture necessary to adapt to the state of technology and which impair neither the functionality nor the value of the delivery item and which constitute neither errors nor defects; this applies equally to deviations in quality, colour, dimensions and weight customary in the trade or minor and technically unavoidable, inasmuch as this is within that reasonable for the buyer.
 - 10.3 We are not liable for material deficiencies caused by unsuitable or improper use, erroneous assembly or taking into operation by the buyer or third parties, usual wear and tear or erroneous or careless treatment, and we are also not liable for the consequences of changes or repairs made improperly by the buyer or third parties without our agreement. The same applies to defects that diminish the value or suitability of the goods to only a negligible degree.
 - 10.4 Unless agreed otherwise, material defect claims are subject to the statutory periods of limitation
or
10.4 material defect claims are statute barred after twelve months. This does not apply if the law stipulates longer mandatory periods.
 - 10.5 If an acceptance of the goods or a first sample examination is agreed, then complaints of defects that the buyer could have discovered in a careful acceptance or first sample examination are excluded.
 - 10.6 We must be accorded the opportunity to determine the complained defect. Complaind goods must be sent back to us immediately on demand; we assume the transport costs if the defect complaint is justified. The buyer forfeits any possible material deficiency claims if he fails to fulfil these obligations or makes changes to the already complained goods without our agreement.
 - 10.7 If a defect is justifiably complained in good time, we subsequently improve the complained goods or deliver unobjectionable replacement at our own discretion.
 - 10.8 If we do not fulfil these obligations or do not fulfil them contractually within an appropriate time, the buyer can set us a last due period in writing within which we must fulfil our obligations. If this period unsuccessfully expires, the buyer can demand reduction of the price, withdraw from the contract or carry out the necessary subsequent improvement himself or have this done by a third party at our cost and risk. Costs are not reimbursed inasmuch as expenditure increases because the goods have been brought to another place after our delivery, unless this corresponds with use of the goods for their intended purpose.
 - 10.9 The buyer only has statutory rights of recourse against us inasmuch as he has not concluded any agreements with his customer going above and beyond the statutory claims for deficiencies. Section 10.8, last sentence, moreover applies correspondingly for the scope of the recourse claims.
- ### 11.0 Other claims, Liability
- 11.1 Unless stipulated otherwise in following, the buyer has no other and further-reaching claims against us. This applies especially to damage compensation claims due to breach of duties from the obligatory relationship and unlawful acts. We are therefore not liable for damages not suffered by the delivered goods themselves. We are especially not liable for lost profits or other pecuniary damage to the buyer.
 - 11.2 The foregoing liability limitations do not apply in cases of wilful misconduct, gross negligence by our lawful representatives or managerial employees, or culpable breach of essential contract duties. In the case of culpable breach of essential contract duties, we are only liable for the typical, reasonably foreseeable contract damages - except in cases of wilful misconduct or gross negligence by our lawful representatives or managerial employees.
 - 11.3 The liability limitation moreover does not apply in cases in which product liability law stipulates liability for personal damage or material damage to privately used items in the case of errors in the delivered goods. It also does not apply in the case of injury to life, limb or health and in the case that assured characteristics are lacking if and inasmuch as the assurance specifically intended to secure the buyer against damage not suffered by the delivered goods themselves.
 - 11.4 Inasmuch as our liability is excluded or limited, this applies also to the personal liability of our employees, other co-workers, lawful representatives and vicarious agents.
 - 11.5 This does not impair the statutory provisions governing the burden of evidence.

12.0 Force majeure

Force majeure, labour disputes, civil unrest, government actions, lacking deliveries from our suppliers and other unforeseeable, unavoidable and serious occurrences release the contract partners from their performance obligations for the duration of the disturbance and in the scope of its effects. This applies also if these events occur at a point in time at which the affected contract partner is in default, unless he has caused the default wilfully or in gross negligence. Within the scope of that reasonable, the contract partners are obligated to immediately provide the necessary information and to adapt their obligations in good faith to the changed circumstances.

13.0 Place of fulfilment, Jurisdiction and Applicable law

- 13.1 Unless stipulated otherwise in the order confirmation, our registered place of business is place of fulfilment.
- 13.2 The court with jurisdiction for our registered place of place if business is place of jurisdiction for all legal disputes, also for legal proceedings concerning bills of exchange and cheques. We are also entitled to take legal action at the buyer's registered place of business.
- 13.3 The contract relationship is subject exclusively to laws of the Federal Republic of Germany applicable to resident individuals.

14.0 Transferability of rights

Unless stipulated otherwise in these General Terms and Conditions of Business, rights from contracts between the buyer and ourselves may only be transferred to third parties with the approval of the respective other contract partner.

Advisory for natural persons pursuant to Art. 26, para. 1 BDSG (*Federal Data Protection Act*): Data related to persons are stored when processing the order.