

All sales and deliveries are exclusively made on the basis of the following terms and conditions.

General Terms of Sale and Delivery

Rev. 2017

Article 1 General scope

- (1) Our Terms of Sale and Delivery apply, in the latest version, exclusively; opposing terms and conditions or terms or conditions of the customer deviating from ours are not accepted by us unless we expressly agree to them in writing. Our Terms of Sale and Delivery also apply, if we in awareness of any opposing terms or conditions or terms of conditions of the customer that deviate from ours, perform the delivery to the customer without reservation.
- (2) All agreements made between us and the customer and relating to the performance of a contract shall be put down in writing in this contract.
- (3) Our Terms of Sale and Delivery apply only to domestic or foreign (a) merchants, (b) persons who at the time of concluding the contract act in their business or self-employed professional capacity, and (c) legal entities under public law.
- (4) Our Terms of Sale and Delivery also apply to all current and future business transactions with the customer.

Article 2 Offer documentation – Confidentiality

- (1) If the purchase order must be regarded as an offer pursuant to Section 145 BGB (German Civil Code), we can accept it within two weeks.
- (2) We retain the exclusive ownership and copyright to all illustrations, drawings, calculations and other documents – including those in electronic format; these must not be disclosed to any third party. This applies particularly to written documents labeled as being “confidential”; such documents must not be disclosed to any third party except with our express prior written consent.
- (3) The customer will treat all details that come to his knowledge as a result of or in connection with the business relationship with us with confidentiality. The customer is responsible to us for any damage we suffer if this obligation is violated.
- (4) Changes of the manufacturing process are reserved by us, provided they have no critical impact on the type and quality of the product.

Article 3 – Prices – Terms of payment

- (1) Unless specified differently in the order confirmation, our prices are “ex works” prices, exclusive of packaging which will be invoiced separately. Our prices also do not contain the cost of transportation or insurance. Our prices are also exclusive of any taxes or fees payable in the recipient’s country. These shall be borne by the customer. Unless specified differently, all prices are quoted in the European currency (EUR).
- (2) The statutory value-added tax is not contained in our prices; it will be shown as a separate item on the invoice at the statutory rate applicable on the date of the invoice where applicable.
- (3) Bonuses or discounts are not granted unless agreed separately in writing.
- (4) Unless specified differently in the order confirmation, the purchase price is payable net with 2 % discount within 14 days of the invoice date or within 30 days of the invoice date, net without any deduction and free of charges. If the customer delays payment, we can demand default interest at the statutory rate. Our other statutory or contractual claims for payment default are not affected. If the customer delays all or part of the payment, all our claims immediately fall due for payment in cash without any deduction. The same applies in case of any concerns about the solvency of the customer such as, for example, protest of a bill of exchange.
- (5) If the customer fails to comply with the agreed payment terms, all our claims fall due for payment in cash without any deduction immediately unless the non-compliance with the agreed payment terms is minor and agreed.

(6) Discounts, price reductions, bonuses and terms of payment become null and void and the full amount of our claim falls due for payment immediately without any deduction in the event of only a partial payment default of the customer, the opening of insolvency proceedings on the customer's assets or if such proceedings are refused for lack of funds.

(7) The customer can claim a right to set off claims that have been finally adjudicated, are undisputed or have been accepted by us. Besides the right to set-off can be exercised if and when the customer's claim is based on the same contractual relationship.

Article 4 – Period of delivery

(1) Periods of delivery (delivery dates) start with the date of our order confirmation. The start of the period of delivery quoted by us presupposes that all technical matters have been settled. The start of the period of delivery further presupposes that all commercial details have been cleared. The period of delivery is deemed met when the goods have left our works or warehouse by the end of the delivery period or the customer has been informed that the goods are ready for shipment, should we be unable to ship the goods for reasons that are not our fault..

(2) Our liability for damage due to delay is excluded if it is based on slight negligence on our part unless the negligence results in an injury of life, body or health. A reversal of the burden of proof to the detriment of the contractual partner is not intended by this provision.

(3) If in case of delayed delivery the customer allows a reasonable extension and that extension expires without result, the customer may withdraw from the contract; damages amounting to the foreseeable damage in lieu of performance can be claimed by the customer only when the delay is due to intention or gross negligence or is the result of the violation of an essential duty; in all other cases the liability for damages is limited to 50% of the damage occurred.

(4) The liability limits in clause (2) and clause (3) above do not apply when a transaction for delivery by a fixed date was agreed; the same applies when the customer in a case in which we are responsible for the delay can claim that the immediate enforcement of a claim for payment of the damage can be considered in lieu of performance.

(5) Our obligation to deliver in time depends on the timely and proper execution of the obligations to be met by the customer.

(6) If the customer delays acceptance of the goods or fails to comply with other obligations of cooperation we can claim payment of the damage incurred to us, including extra expenses if any. In any such case the risk of accidental loss or the accidental deterioration of the goods passes onto the customer at the time at which he delays the acceptance.

(7) In the event of force majeure and in cases of unforeseen circumstances, including strike, lockout, disruption of operations, difficulties of energy supply, etc., the delivery period extends by the duration of the obstruction. If the delivery of the goods or the provision of services becomes impossible or unreasonable as a consequence of the force majeure or the circumstances, the statutory provisions apply. The same also applies if our supplier fails to comply with his delivery obligations without our fault.

Article 5 – Passing of risk

(1) Unless specified otherwise in the order confirmation, delivery "ex works" is agreed. When goods are delivered "ex works" the customer bears the risk of dispatch and transport.

(2) If at customer request the goods are shipped to a place that is not the place of performance, the customer bears all cost in connection with the shipment. We can choose the transport route and the carrier according to our best judgment. The customer is obliged to report any transport damage to us in writing immediately on receipt of the goods specifying the type and extent of damage. The goods will not be insured against transport damage, loss or breakage in transport unless on the express request and at the cost of the customer.

(3) If the shipment of the consignment is delayed for reasons for which the customer is responsible or if the customer himself organizes the transport, the risk passes at the time the customer is advised that the goods are ready for shipment. Storage cost after the passing of risk is to the customer's account. The cost of storage of the goods in our works or warehouse amounts to 0.5 per cent of the invoice amount per month. We reserve the right to prove that the warehousing cost is higher. At the end of a reasonable period without result we can dispose of the consignment and deliver to the customer after a reasonable additional period of time.

Article 6 – Warranty for defects – Return of goods

- (1) The customer can only claim warranty provided he complies with his obligations of examination and notification of defect pursuant to Section 377 HGB (German Commercial Code).
- (2) If we are responsible for the defect in the goods delivered, we can provide supplementary performance at our option either by repair of the defect or replacement of the goods. In case of repair we are obliged to bear the cost in connection with the repair of the defect, particularly transport, road, work and material cost except when these are higher as a result of the goods being moved to a place other than the place of performance.
- (3) If the supplementary performance fails the customer at his option can withdraw from the contract or demand an appropriate reduction of the purchase price.
- (4) Unless stated otherwise in the above clauses (5) and (6), any other claim by the customer for whatever cause is excluded. Consequently, we are not liable for damage not caused to the delivered goods directly; in particular, we are not liable for lost profit or other property damage suffered by the customer.
- (5) If the damage is caused by intent or gross negligence, we are liable according to the applicable statutory provisions. This also applies when the customer demands payment of damages in lieu of performance because of the absence of a condition of the goods warranted by us.
- (6) If we culpably violate an essential contractual obligation, our liability is limited to the damage as per contract; otherwise, it is excluded according to clause (4). An “essential” contractual obligation within the meaning of these General Terms is any obligation that the customer can rely on and may rely on because it forms the nature of the contract and that we culpably violate.
- (7) The warranty period is 12 months calculated from the passing of risk.
- (8) The return of special articles and custom-made items is not accepted by us. The return of goods without defect is only accepted after prior written agreement.

Article 7 – Joint liability

- (1) Any liability in excess of that provided in Article 6 clause (4) to clause (6) is excluded regardless of the legal nature of the claim made.
- (2) The provision in clause (1) above does not apply to claims according to Articles 1, 4 Product Liability Act. It does also not apply if we are liable for physical or health damage on other legal grounds.
- (3) Unless the liability limitation according to Article 6 clause (6) applies to claims under producer liability according to Section 823 BGB (German Civil Code) for damage to property our liability is limited to the compensation of the insurance. If the insurance does not or does not fully compensate the damage, we are liable up to the insured amount.
- (4) The provision in clause (1) is also not applicable to initial inability or imputed impossibility.
- (5) The exclusion or limitation of our liability also applies to the personal liability of our workers, employees, representatives and agents.

Article 8 – Propriety rights

- (1) We reserve title to the delivered goods until receipt of all payments under the supply contract (including payment of all claims from repairs, replacement, accessory and consumable deliveries, setting, insurance and delivery cost). If the customer violates the contract, particularly if he defaults on payment, we can demand the return of the delivered goods. The taking back of the goods does not constitute withdrawal from the contract on our part unless we have declared this expressly in writing. An attachment of the goods by us means in any case that we withdraw from the contract. After taking back the goods we are entitled to utilize them. The utilization profit shall be credited against the liabilities of the customer less reasonable realization cost.

- (2) The customer is obliged to treat the goods with care; he is particularly obliged to insure the goods sufficiently at reinstatement value against fire or water damage and theft.
- (3) The customer shall inform us in writing without delay if the goods are under claim by a third party or if any third party interferes with the goods in any other way to enable us to bring action according to Section 771 ZPO (German Code of Civil Procedure). If the third party is not able to refund to us the cost of the court and out-of-court cost of an action according to Section 771 ZPO, the customer is liable for the loss suffered by us.
- (4) The customer is entitled to sell the purchased goods in the ordinary course of business; however, the customer already now assigns to us all claims to the agreed value of the final invoice amount (including value-added tax) accrued from the sale against his purchasers or third parties without regard of whether the goods were sold after further processing. The customer remains entitled to collect this claim even after assignment. Our entitlement to personally collect the claim remains unaffected. However, we undertake not to collect the claim as long as the customer fulfills his payment obligations arising from the collected profits, is not in default of payment and, in particular, application has not been made to open insolvency or composition proceedings/liquidation and cessation of payment has not taken effect. Should this, however, be the case, we can demand that the customer makes the assigned claim and the debtors known to us, provides all details necessary for collection, hands over the appropriate documents and informs the debtor (third party) of the assignment.
- (5) Processing or transformation of the goods by the customer shall always be executed for us. The customer's right of ownership to the goods also extends to the processed or transformed product. Should the goods be processed with other items that do not belong to us, we acquire part ownership of the new item according to the ratio of the value of our goods to the other processed items at the time of processing. For the rest, the same applies to the item produced by processing as to the goods supplied under reservation of title.
- (6) If the goods are mixed inseparably with other items that do not belong to us, we acquire co-ownership of the new item according to the ratio of the value of our goods to the other mixed items at the time of mixing. If the mixing is of a type that the customer's item must be deemed to be the principal item, it is agreed that the customer assigns a prorated co-ownership to us. The customer keeps the sole ownership or co-ownership item so created for us.

Article 9 – Legal Venue – Place of Performance – Applicable Law

- (1) If the customer is a merchant, the legal venue shall be our place of business; however, we can also sue the customer at the court with jurisdiction at his place of residence.
- (2) Unless specified otherwise in the order confirmation, our place of business is the place of performance.
- (3) The laws of the Federal Republic of Germany apply to all legal relations between us and the customer with the exception of the UN Convention on Contracts in the International Sale of Goods and the provisions of the International conflicts of law rules.
- (4) If a provision of these Terms of Sale and Delivery should be ineffective, the effectiveness of the other provisions is not affected.