

1. General - Scope

- (1) Our conditions of sale are exclusive; we do not acknowledge terms of the customer that conflict with, or deviate from, our conditions of sale unless we have expressly agreed to their validity in writing. Our conditions of sale maintain their validity even when we unconditionally perform delivery to a customer, knowing that terms of the customer conflict with, or deviate from, our conditions of sale.
- (2) All agreements made between us and the customer on the performance of this contract are stated in writing in this contract.
- (3) Our conditions of sale are only valid in connection with enterprises as defined by para. 310 sub-para. 1 BGB (German Civil Code).

2. Quotations - Quotation documents

- (1) We are entitled within a period of 2 weeks to accept customer orders that qualify under para. 145 BGB as an offer.
- (2) We reserve our ownership and copyright rights for all illustrations, drawings, calculations and other documents. This is also valid for written documents that we designate "confidential". The customer is not permitted to pass these to third parties without our express written consent.
- (3) Quotations submitted by us are not binding, unless otherwise stated in the confirmation of order.

3. Prices - Terms of payment

- (1) Unless otherwise stated in our confirmation of order, our prices are Ex Works, excluding packing, which will be separately invoiced.
- (2) We reserve the right to correspondingly change our prices should cost reductions or increases occur after the closing of the contract, particularly when these result from wage settlements or changes in the prices of materials. We will furnish proof of such changes on the demand of the customer.
- (3) Value added tax is not included in our prices; it will be separately shown in the invoice at the currently valid rate on the day of invoicing.
- (4) Deduction of a cash discount requires our special written consent.
- (5) Unless otherwise stated in our confirmation of order, the net purchase price (without deduction) is due for payment within 30 days from the date of invoice. The legal provisions are valid in the case of arrears.
- (6) The customer is only entitled to set-off rights when his or her counterclaims are determined to be legally valid, are undisputed, or are acknowledged by us. In addition, the customer is only entitled to exercise a right of retention if his or her counterclaim is based on the same contractual relationship.

4. Delivery time

- (1) The start of the delivery time stated by us assumes that all technical matters have been clarified.
- (2) Our keeping our delivery obligation further assumes that the customer fulfills his or her obligations timely and properly. We reserve the right to plea non-fulfilment of contract independently of the delivery situation.
- (3) Should the customer delay acceptance or through his own fault violate other obligations to cooperate, we have the right to demand remuneration for damages thereby incurred, including any additional expenditure. Further claims remain reserved.
- (4) Should the circumstances set out in (3) above prevail, then the risk of accidental loss or deterioration of the article being sold is transferred to the customer at the time at which he delays acceptance or is in default of debt.
- (5) In accordance with legal regulations we are liable to the extent that the basic sales contract is a transaction on fixed terms as defined in para. 286 paragraph 2 no. 4 BGB or of para. 376 HGB (German Commercial Code). We are also liable according to legal regulations in that, should a delay in delivery occur for which we are responsible, the customer has the right to assert that his interest in the further fulfillment of the contract has ceased.
- (6) We are further liable in accordance with legal regulations if delay in delivery is based on an intentional or grossly negligent breach of contract for which we are responsible; our responsibility extends to our representatives and vicarious agents. If delay in delivery is not due to an intentional breach of contract for which we are responsible, our liability for damages is limited to foreseeable, typically occurring damages.

- (7) We are also liable in accordance with legal regulations if a delay in delivery we are responsible for is based on a negligent breach of an important contractual obligation; in any such case, liability for damages is limited to foreseeable, typically occurring damage. Further legal claims and rights of the customer remain unaffected.
- (8)

5. Passage of risk - Packaging costs

- (1) In as much as the order confirmation does not state otherwise, delivery "Ex Works" is agreed upon.
- (2) Separate agreements are in force for the return of packaging material.
- (3) At the customer's wish, the delivery will be covered by a transport insurance at his or her cost.

6. External Processing Contracts

- (1) In cases in which the customer requires processing of preliminary products that he has produced and supplied, the customer himself is responsible for fully specifying the materials supplied and for detailing his specific processing requirements. We for our part are obliged to render the service of ensuring professional performance of the work commissioned; we do not undertake to accomplish the effect the customer hoped to achieve. Our liability for damage to or destruction of the preliminary products provided to us is, for this reason, limited to gross negligence or deliberate intention. In the event of simple carelessness, our liability is limited to the typical kind of damage one can ordinarily foresee in this type of connection, and shall be limited to a maximum of the value of the contract for the service to be rendered.

7. Responsibility for defects

- (1) Customer claims on defects require that the obligations in relation to fact-finding and complaint submission as set out in para. 377 HGB have been properly fulfilled.
- (2) Should the article for sale have a defect, then the customer has the right to choose between fulfillment through remediation of the defect and the delivery of a new, defect-free article for sale. In the case of remediation of the defect, we are obliged to carry all costs incurred for such remediation, in particular costs for transport, work and material, in so far as these are not increased by bringing the article for sale to a different location than the place of fulfillment. In the case of remediation, we only carry costs up to the purchasing price of the article for sale.
- (3) Should remediation not be successful, then the customer has the right to demand withdrawal or reduction of price.
- (4) In accordance with legal regulations, we are liable for damages based on intention or gross negligence including intention or gross negligence on the part of our representatives or vicarious agents. If a claim made against us does not comprise intentional breach of contract, our liability for damages is limited to foreseeable, typically occurring damages.
- (5) We are liable in accordance with legal regulations for a breach of an important contractual obligation. In this case, our liability for damages is limited to foreseeable, typically occurring damages.
- (6) The liability for culpable harm to life, body or health remains unaffected; this is also valid for direct liability as set out in the product liability law.
- (7) Further liability not included above is hereby expressly excluded.
- (8) The period of limitation for claims for damages is 12 months from the date of the transfer of risk.
- (9) According to paras. 478, 479 BGB, the period of limitation remains unaffected for claims relating to delivery; it is two years from the date of delivery of a faulty article.

8. Total liability

- (1) Further liability for damages over and above that set out in clause 7 above is – irrespective of the legal nature of the claim – hereby expressly excluded. This is particularly valid in the case of claims for damages relating to fault at closure of contract, claims based on other breaches of duty or claims in tort for damage to property as set out in para. 823 BGB.
- (2) The limitation under (1) above applies to cases in which the customer claims damages instead of performance and demands compensation for useless expenditure.
- (3) Exclusion or limitation of our liability for damages also applies to the liability of our employees, workers, colleagues, representatives and vicarious agents.

9. Reservation of proprietary rights

- (1) We retain ownership of the article for sale up to the receipt of all payments from the contractual relationship with the customer. Should we agree with the customer on the payment of the purchase price debt by means of a cheque-draft procedure, the retention of ownership persists until the draft accepted by us is redeemed by the customer and does not expire with the crediting of the cheque received to us.
- (2) The customer is obliged to handle the article for sale carefully. He is in particular obliged to sufficiently insure its value as new against fire, water and theft at his own cost. In as much as maintenance and inspection work are necessary, these are to be timely carried out by the customer at his own cost.
- (3) In the case of seizure or other interventions of third parties, the customer must immediately inform us in writing, so that we can institute proceedings in accordance with 771 ZPO (German Code of Civil Procedure). The customer is liable for the resulting loss to the extent that the third person cannot refund to us the judicial and extrajudicial costs of action set out under 771 ZPO.
- (4) The customer has the right to resell the article under customary business conditions. Customer, however, already transfers to us all claims to the invoice sum total (including VAT) that ensue to him from the resale against his buyer or third party. This is independent of whether the article for sale has been further processed or not. The customer is still authorized to collect these claims even after the transfer, whereby our authorization to collect the claims ourselves is not thereby precluded. We commit ourselves, however, not to collect the claims as long as the customer fulfils his or her payment obligation from the collected proceeds, is not in default of payment or is not the subject of a petition for the opening of composition or insolvency proceedings and no suspension of payment has been effected. Should these conditions not be met, however, then we can demand that the customer makes the transferred claims and their debtor known to us, provides all information for their withdrawal, hands over the corresponding documents and informs the debtor (third party) on the cession.
- (5) Processing or reconstruction of the article for sale by the customer is always done for us. Should the article for sale be processed together with other objects that do not belong to us, then we acquire the co-ownership of the new object according to the relationship of the value of the article for sale (invoice sum total including VAT) to that of the other objects processed at the time of processing. The new object resulting from processing is subject to the same conditions as the original article for sale delivered.
- (6) Should the article for sale be inseparably mixed with objects not belonging to us, then we acquire the co-ownership of the new object according to the relationship of the value of the article for sale (invoice sum total including VAT) to that of the other objects mixed at the time of mixing. Should the mixing be made in such a way that the object of the customer is to be seen as the main object, then it is taken as agreed that the customer transfers the proportionate co-ownership to us. The customer so keeps the the resulting sole ownership or co-ownership safe for us.
- (7) The customer also transfers to us the claims for the security of our claims against him that arise against third parties from the connection of the article for sale with a plot of land.
- (8) At the request of the customer, we commit ourselves to release securities that we are entitled to in so far as the total realizable value of these is more than 10 % higher than the claims being secured; the choice of which securities are to be released is ours.

10. Place of jurisdiction - Place of performance

- (1) Our place of business is the place of jurisdiction in all transactions between us and business people. We have the right, however, to sue the customer at the court of his own place of residence.
- (2) The contract is subject to German Law under exclusion of UN Sales Rights (CISG) and German International Private Law.
- (3) Our place of business is the place of performance unless otherwise stated in our confirmation of order.