



1. Validity

The following terms and conditions for sale and delivery apply to all our business relationships, contracts, deliveries and other services. The purchaser or client as defined in our terms and conditions for sale and delivery may be either a consumer or a company. The purchaser agrees to these terms and conditions by placing an order. Alterations and terms and conditions that do not comply with our terms and conditions for sale and delivery shall have contractual validity only with express prior permission from us.

2. Quotation and conclusion of contract

Our quotations are without obligation in respect of price and delivery options. Orders shall only be considered accepted by us when they have been confirmed by us in writing or are tacitly completed. This shall also apply when the order is made to a branch office or a representative.

3. Price

Our prices are quoted ex works (EXW), packing excluded, plus VAT. Alterations of the price quoted in the contract of sale are permissible if there are more than four weeks between conclusion of the contract and the agreed delivery date, and price changes occur on the market during this time. In such cases, the purchase price may be adapted in accordance with the change. This shall apply in the same way to a change in the statutory VAT rate. If the purchase price rises by more than 5%, the purchaser may cancel the contract in writing within two weeks of receipt of notification of the change in price. In the event of delivery within four months, the price agreed as the purchase price shall be valid in all cases. If the purchaser is an entrepreneur who in concluding the contract is exercising his commercial or independent professional activity, the aforementioned alteration in price shall apply even if there are more than four months between conclusion of the contract and delivery.

4. Scope and delivery

The scope of the delivery shall be strictly determined by our written order confirmation. Other agreements and alterations must be confirmed by us in writing. All drawings and calculations made available to the purchaser for the execution of orders shall remain our property and are to be returned to us upon completion of the order. They may not be passed on or made available to third parties.

5. Terms and conditions for payment

Unless other arrangements have been made, our invoices are to be paid immediately and in full upon receipt. If the payment terms are exceeded, we shall be entitled to charge default interest at the statutory rate. We expressly reserve the right to assert claims for higher amounts of default compensation. The purchaser shall be entitled to offsetting only if his counterclaims have been legally established, are undisputed or have been recognised by us. Furthermore, he shall be entitled to exercise a right of retention only if his counterclaim is based on the same contractual relationship.

6. Delivery time

Delivery times and delivery deadlines that are binding or may be contractually binding are to be provided in writing. There shall be no entitlement to compensation for non-performance of the contract or delay in performance unless there is proof of intentional or grossly negligent dereliction of duty on our part or that of our representatives. If we are prevented from performing the contract in a timely manner by force majeure or disruption to our normal business or that of our suppliers that was not foreseeable with the application of all due diligence, or by industrial action, the dates or deadlines specified in this section shall change by the duration of the interruption of service caused by these circumstances. The purchaser shall be informed immediately of the beginning and end of such obstructions. Our liability shall be limited to reimbursement of foreseeable, predictably arising damages if the delay in performance does not arise from an intentional breach of the contract by us for which we are liable.

7. Accept of goods

The purchaser undertakes to accept the purchased goods within 14 days of the agreed delivery time. In the event of non-acceptance, we may exercise our legal rights. If we demand compensation for damages, this will amount to at least 0.5% of the invoiced amount per month for storage. The compensation for damages will be increased or reduced if we demonstrate higher damages or the purchaser can demonstrate lesser damages.

8. Shipping and transfer of risk

Our deliveries are made ex works (EXW). The risk is thus transferred to the seller at the moment the goods are made available by us even when transportation is effected with our own means of transport. We are prepared to take out transport and storage insurance at the request and expense of the purchaser. We reserve the right to make partial deliveries where these are acceptable to the purchaser. The purchaser shall be obliged to accept delivered goods even when these have minor defects.

9. Guarantee

If the purchaser an entrepreneur who at the time of signing the agreement is carrying out his commercial or self-employed business, any potential warranty claims shall be valid only if the purchaser has properly followed inspection and complaint procedures as set out in paragraph 377 of the German Commercial Code (*Handelsgesetzbuch, HGB*).

If the warranty claim is justified, the defect shall be remedied according to the requirements of the law. Remedying the defect shall be deemed to have failed after the second abortive attempt if further attempts to remedy the fault are inappropriate due to the nature of the object of the contract or if it is unacceptable to the purchaser. If the remedy or replacement delivery is unsuccessful or if we fail to perform the contract within an appropriate further deadline, the purchaser shall be

entitled to reduce the payment or to cancel the contract. The purchaser may only assert claims for compensation for a defect under the following conditions if the subsequent attempt to perform the contract is unsuccessful. This shall not affect the right of the purchaser to assert further claims for damages under the following conditions. If the purchaser is an entrepreneur who at the time of signing the agreement is carrying out his commercial or self-employed business, no warranty claims shall be acceptable after a period of 12 months has elapsed after transfer of risk unless we deliberately concealed the defect. If we owe the purchaser the manufacture of a piece of work, such as a repair, this deadline shall be in all cases 12 months and shall apply only to the performance of the work and the replaced parts.

10. Limitation of liability

We shall not be liable for defects or other breaches of duty. This shall exclude any liability arising from damage to life, limb or health if we are responsible for the breach of duty and for other liabilities arising from an intentional or grossly negligent breach by ourselves or a guarantee declared by use. This shall also exclude damages for which we have a statutory liability or which are based on a culpable breach of essential contractual obligations. In the latter event, our liability shall be limited to foreseeable and typically arising damage or loss

11. Retention of title

We shall retain title in the goods delivered until all claims contractually due to us have been settled. If the purchaser an entrepreneur who at the time of signing the agreement is carrying out his commercial or self-employed business, retention of title shall also persist for the claims we have against the purchaser in respect of our current business relationship until the clearance of receivables to which we are entitled in connection with the purchase.

At the purchaser's request, we shall be obliged to waive the right to retain title if the purchaser has irrevocably settled all claims relating to the purchased item and there is appropriate security for the remaining claims arising from the ongoing business relationship

The purchaser is to inform us immediately in writing in the event of seizure of goods or other interventions by third parties so we can make a claim in accordance with paragraph 771 of the German Civil Procedure Code (*Zivilprozessordnung, ZPO*). If the third party is not in a position to refund to us the legal and other costs of a claim under paragraph 771 of the German Civil Procedure Code, the purchaser shall be liable for the loss resulting to us from this.

The purchaser shall be entitled to resell the purchased item in the normal course of business; but in doing so, he herewith already assigns to us all claims that have accrued to his clients or third parties as a result of this resale to the amount of our claims, irrespective of whether the purchased item has been sold after further processing or with no processing. The purchaser shall remain entitled to recover this claim even after its assignment. Our right to collect the claim ourselves shall remain unaffected by this. We nonetheless undertake not to collect the claim as long as the purchaser fulfills his payment obligations from the collected payments, is not in default of payment and, in particular, no application for initiation of composition or insolvency proceedings has been made or suspension of payments has occurred. Should this be the case, however, we reserve the right to demand that the purchaser disclose to us the assigned claims and their debtors, provide all the information required for collection of same, surrender all associated documentation and inform the debtors (third parties) of this assignment.

Processing or modification of the purchased item by the purchaser shall always be carried out on our behalf. If the purchased item is processed with other objects not belonging to us, we shall acquire part-ownership of the new item commensurate with the proportion of the value of the purchased item to the other processed objects at the time of the processing. In all other cases, the provisions applicable to the purchased item supplied subject to retention of title shall also apply to the item created through such processing.

If the purchased item is indivisibly mixed with other items not belonging to us, we shall acquire part-ownership of the new item commensurate with the proportion of the value of the purchased item to the other items at the time of processing. If this mixing is effected in such a way that the purchaser's item must be regarded as the main item, it is agreed that the purchaser shall cede to us proportional part-ownership. The purchaser shall retain the resulting sole/joint property for safekeeping on our behalf.

In such cases, the purchaser shall be obliged to store the item carefully and to store it separately upon request.

If the purchaser is an entrepreneur who in concluding the contract is exercising his commercial or independent professional activity, he shall be obliged to insure at his own cost all goods supplied subject to retention of title against fire and theft and to prove to us at our discretion upon demand the conclusion of such an insurance contract. The purchaser's claims to the insurance company for compensation are hereby already assigned to us.

12. Place of performance and jurisdiction

If the purchaser is an entrepreneur who in concluding the contract is exercising his commercial or independent professional activity, the place of performance for delivery and payment shall be the headquarters of the selling company. If the purchaser is an entrepreneur who in concluding the contract is exercising his commercial or independent professional activity, it is agreed that the jurisdiction for all disputes arising between the parties shall be the headquarters of the seller. We shall nonetheless be entitled to take action in the jurisdiction of the purchaser.

13. Applicable law

The law of the Federal Republic of Germany shall apply exclusively to all deliveries and services.