

**1. Validity**

- 1.1 These General Terms and Sales Conditions shall only apply to companies within the meaning of § 14, sub-section 1, German Civil Code, if the contract belongs to the operational part of the company, as well as to legal entities or special funds under public law, within the meaning of § 310, subsection 1 German Civil Code.
- 1.2 Our General Terms and Sales Conditions are valid exclusively. Any conflicting or deviating Terms and Conditions of Business of the Purchaser, especially Conditions of Purchase or Quality Assurance Agreements, are not accepted by us. They shall only be part of a contract if their validity for each individual contract is explicitly acknowledged by us in writing.

2. Proposals and Contracting

- 2.1 Our proposals are non-binding and subject to change without notice unless they are explicitly marked as a binding proposal.
- 2.2 Any contracts shall only be binding for us if we accept the purchase order by providing a written purchase order acknowledgement. This purchase order acknowledgement may also consist in delivering the goods to the customer together with an invoice. The customer is obliged to contradict to the purchase order acknowledgement immediately if there are any objections against its content. Otherwise, the contract is entered into according to the provisions in the purchase order acknowledgement.

3. Contractual Object

- 3.1 Information about the object of the delivery ("product") or the performance (e.g. weight, dimensions, mechanical strength, tolerances or other technical data) as well as their descriptions (e.g. drawings and illustrations from provided 3D-files or samples) is only approximately relevant information, as far as the usability of the contractually stipulated purpose does not require an exact match. They are not warranted properties but only descriptions or codings of the object or performance. Deviations according to custom and usage and deviations resulting from legal provisions or deviations constituting technical improvements, as well as a component replacement by equivalent parts are permissible unless they adversely affect the use for the purposes intended by the contract
- 3.2 We assume no guarantee without explicit written agreement.

4. Prices

- 4.1 Only the prices quoted in the purchase order acknowledgement are binding. These prices are to be understood net „ex works“ excluding the statutory Value Added Tax at the time of invoicing, and other additional costs such as packaging, freight, insurance, shipping costs, customs duties, etc.
- 4.2 For contracts with an agreed delivery time of more than four months, we reserve the right to increase prices as a consequence of variation of costs incurred, in particular due to changes in collective labour agreements or materials costs of our own suppliers. In this case, we will inform the customer in writing about the price changes at least four weeks in advance.

5. Delivery Time, Transfer of Risk, Delays

- 5.1 Unless stated otherwise in the purchase order acknowledgement, delivery „ex works“ is agreed.
- 5.2 The risk shall pass to the purchaser at the latest upon commissioning of the products (whereby the beginning of the loading procedure is applicable) to the forwarding agent or carrier or any other person or organization entrusted with their carriage, even if partial deliveries are made or if we have undertaken further services, e.g. shipping, emplacement or assembly. If dispatch is delayed due to circumstances that the buyer is responsible for, then the risk is transferred to the buyer from the day on which the goods are ready for dispatch and the customer has been duly informed by us.
- 5.3 Our time limits and deadlines for delivery and services are always applicable as approximations, unless a specific time limit or deadline has been mutually agreed upon. If shipping has been agreed, delivery dates and deadlines refer to the time of transfer to the forwarder, carrier, or other third party assigned to transport the goods.
- 5.4 Upon request of the customer, we will cover the shipment with a transport insurance; the costs incurred to this extent will be borne by the customer. Without prejudice of our rights arising due to arrears of the customer, we can demand an applicable extension of delivery and service terms or an extension of delivery and service dates as a minimum by such period of time during which the customer does not meet his contractual obligations towards us. The delivery times begin with the date of our purchase order acknowledgement.



- 5.5 We will not be liable for the impossibility of delivery or delay in delivery, if caused by force majeure or other circumstances unforeseeable at the time of completion of contract (e.g. all forms of disruption in operations; difficulties in obtaining material and energy; shipping delays, strikes, legitimate lock-outs; difficulties in obtaining official authorisations, official provisions or the failure to deliver promptly by suppliers or incorrect deliveries by suppliers), which have not been caused by ourselves. In the case of such unforeseen events we are entitled to withdraw totally or partially from the contract provided the events prevent or substantially impede the delivery and the and the obstruction is not only of temporary kind. In the event of obstructions that are of temporary duration, the deadlines for delivery or performance shall be extended or the delivery or performance dates shall be postponed by the period of the obstruction plus a reasonable start-up period. If it is unreasonable for the customer to accept late delivery or service due to the delay, they are entitled to withdraw from the contract via immediate written declaration to us.
- 5.6 We are only entitled to conduct partial deliveries if:
- the partial delivery is useable for the Customer within the framework of the contractual stipulation of purpose
 - the delivery of the remaining ordered items is assured and
 - the customer does not accrue any substantial additional expense or additional costs hereby (unless we declared in advance our readiness to assume these costs).
- 5.7 If we are answerable for having exceeded the delivery date or non-compliance with the delivery period, we shall only be obliged to pay damages in the event of gross negligence on our part. In the event of slight negligence, our liability is restricted to compensation payment of 0.5% for each full week of delay, but not more than 5% overall, of the price for that part of the delivery batch which was unable to be properly deployed due to the delay. Sentence 2 does not apply if the delay is due to the breach of an essential contractual obligation or where liability is legally mandatory, such as the violation of life, the body or health; an amendment of the burden of proof to the disadvantage of the customer shall not be associated with this.
- 5.8 The customer's statutory right to rescind the contract shall remain unaffected but requires that we are responsible for the delay. The purchaser shall be obliged to state at our request within a reasonable period whether he will withdraw from the contract after the expiration of the deadline for delivery due to our delay and/or to request damages or reimbursements or insists on delivery.
- 5.9 If delivery is delayed due to a fault on the part of the Customer, the transfer of risk becomes effective with the date of notifying the customer about readiness to ship, and the customer will bear all costs for storage, insurance and further protective measures from that date. In case of storage at the Vendor's premises, the storage costs amount to 0.5% of the invoice per full week of elapsed time, but not more than 5% overall. However, we are entitled, after setting and expiration of an adequate grace period and after adequate advance notice, to otherwise dispose of the delivery item and to make delivery to the customer at a later, reasonably extended delivery period.

6. Delivery on Request

In the case of call orders, the entire quantities of call orders must be accepted within 6 months of purchase order acknowledgement, if no other terms and conditions have been agreed upon. A period of at least two weeks days must be given between the call and the delivery date. After expiry of a reasonable grace period for calls or acceptance, we may choose to deliver and invoice the goods, to withdraw from the contract or to claim damages.

7. Blanket Orders

In case of call orders (blanket orders) the entire agreed delivery amount must be accepted within the agreed period. If not agreed upon otherwise, the prices according to our price list will apply. Assurances of special prices shall only refer to the respective order and shall have no binding effect for subsequent contracts.

8. Payment

- 8.1 Bills of exchange and cheques are only accepted in account of payment on the basis of an express agreement, but never in lieu of payment. Any costs arising by these methods must be borne by the customer.
- 8.2 If not stated otherwise in the purchase order agreement, the purchase prices are due for payment immediately and in full. The deduction of discounts shall require a special agreement in writing.



8.3 If, after accepting the order, we obtain knowledge of facts that give rise to justified doubts about the customer's ability to pay, we shall be entitled to demand full payment or the provision of according security prior to delivery and/or to rescind the contract after setting a deadline for performance to no avail. Besides delays in payment that have already occurred, negative information provided in accordance with the due care of a prudent businessman by a bank, a credit agency, a company in a business relationship with the contracting party or equivalent source. If delivery has already occurred, regardless what conditions of payment have been agreed, the entire purchase price becomes due for payment immediately regardless any periods agreed upon, if necessary by giving back the acceptances.

9. Set-off or retention

The customer shall only be entitled to set-off if the counterclaims are undisputed or reduced to final, non-appealable judgement. Assertion of a right to retention by the customer is only permissible if it is based on the same contractual relationship. In case of unjust retentions we are entitled to claim compensation from the customer of any expenses related thereto.

10. Defects of Quality and Title

10.1 We will be liable for defects only under the following conditions:

- a) The defects are not based upon, or attributable to, misuse, incorrect installation or operation, negligent handling, use of inappropriate equipment or material by the customer or third parties, natural wear and tear, defective construction work, electrochemical or chemical or electrical impact– unless such actions or events are attributable to our fault
- b) The delivered products have been immediately and thoroughly inspected after delivery by the customer or any designated agent. The products are deemed approved, if we are not provided with a "notice of defects" on obvious or other defects, which would have been discovered by immediate and thorough inspection, within seven working days after delivery. In case of other defects, which could not reasonably be discovered in the course of a proper immediate inspection, the delivered goods are deemed approved if we do not receive a notice of defects within seven working days after detection – or else from the point of time when the defect became evident to the customer in the normal use of the product.

10.2 Insofar as the delivered product is defective, we are entitled to rectification of defect, or replacement, at our discretion.

The expenses necessary for this purpose, such as wage, material, transport, and travel costs, will be borne by us. Our liability for reimbursement of the costs incurred by the customer for installation or dismantling the defective products is limited to cases in which the provisions for fault-based liability do apply. In the case of a subsequent fulfillment we will bear the necessary expenses for such a fulfillment, but limited to the amount of the purchase price.

10.3 If subsequent performance fails, the customer will be entitled to demand cancellation or reduction to their own discretion.

10.4 We will be liable in accordance with statutory provisions insofar as the customer makes claims for damages that are based on intent or gross negligence, including intent or gross negligence by our representatives or vicarious agents. Insofar as we cannot be held responsible for the intentional violation of the agreement, our liability for losses or damage shall be limited to the foreseeable, typically incurred damage.

10.5 Provided that we culpably infringe on an essential contractual obligation, we are liable according to the legal provisions; however, also in this case the liability for damages is limited to the foreseeable, typically occurring damage.

10.6 Insofar as the customer holds a claim to compensation for the loss or damage in lieu of performance, our liability shall also be limited to compensation for the foreseeable loss or damage that might typically incur.

10.7 The aforementioned exclusions from liability and liability restrictions shall not apply in cases of claims according to product liability law, death and injury to body and health.

10.8 No warranty shall be provided if defects occur because the product is modified by the customer without our previous consent and if such modification of the delivered products makes the elimination of defects impossible or unreasonably difficult. In any case, the customer will be obliged to bear any additional costs incurred for rectification of the product, caused by the modifications made.

10.9 Unless otherwise stated above, any liability is expressly excluded.



10.10 The period of limitation is 12 month, beginning with the transfer of risk. This does not apply if this concerns any item usually applied in buildings, having incurred the damage. A delivery of used goods agreed with the customer on a case to case basis shall be made subject to the exclusion of any warranty.

10.11 The time limit for bringing actions in the case of recovery against a supplier under Articles §§ 478, 479 BGB shall not be affected; it is five years from the delivery date of the defective goods.

11. Damages and Reimbursements

11.1 We will be liable in accordance with statutory provisions insofar as the customer makes claims for damages or reimbursement (in the following: „damages“) that are based on deliberate intent or gross negligence on our part, including deliberate intent and gross negligence on the part of our employees, vicarious agents or representatives. We are liable for slight negligence only insofar as it results in the breach of fundamental contractual obligations which go to the root of the contract or if such breach of contract endangers the attainment of the contractual purpose. In case of a liability according to sentence 2, the damages are limited to the foreseeable damage typical of the contract. In other respects, in the case of minor negligence, damage or compensation claims by the customer, regardless of their legal ground, are excluded.

11.2 The aforementioned exclusions from liability and liability restrictions shall not apply in cases of claims according to product liability law, death and injury to body and health.

11.3 In the case of damage compensation claims due to material defects, the limitation of liability will additionally not apply where we maliciously concealed a defect or effectively assumed a guarantee for the features of the product. For the limitation of claims for indemnification on account of material damages the regulation under 10.4 applies accordingly.

11.4 Claims for reimbursement of expenses on the part of the customer shall in all cases be limited to the interest the customer has in the performance of the contract.

11.5 Any liability exemptions and limitations shall equally apply to personal claims against our employees, workers, personnel, representatives and vicarious agents.

12. Retention of Title

12.1 We reserve the right of ownership on all goods delivered by us, until all our invoices have been paid in full by the customer. Cheque and exchange claims as well as claims from running accounts shall also belong to these claims. Where liability for us arises from bills of exchange in connection with payment, the retention of title will not expire before all demands in connection with the bill of exchange have been met.

12.2 In case of any behaviour of the customer which is contrary to the terms of this contract, in particular in case of default of payment, we shall be entitled to withdraw from the contract and demand return of the goods delivered. In this case the customer must immediately grant access to us or our representative to the delivered goods and give them back immediately. After taking back the goods, we shall further be entitled to sell them or otherwise utilize them; the realization proceeds of the goods the proceeds of the exploitation are to be set off against the obligations of the customer - less appropriate exploitation costs.

12.3 The customer is obliged to take good care of the goods delivered; in particular he must sufficiently insure these goods against damage. The customer assigns to us already now any claims he may have against the insurance company.

12.4 In the event of seizures or other action by third parties, the customer must notify us immediately in writing so that we can raise complaint in accordance with § 771 ZPO. If the third party is unable to reimburse us the judicial or out of court costs within this context, the customer shall be liable for these.

12.5 Customers are, with the proviso of a revocation permissible for cause, entitled to dispose of delivery items within the proper course of business. In the case of re-sale of the goods, the customer hereby assigns all claims from the re-sale, in particular payment claims, but also all other claims in connection with the sale to the amount of the total amount invoiced (including VAT). This will apply irregardless of whether the delivered item was resold in an unprocessed or processed form. The customer is authorized to make collections for ceded claims, but on our account. Our authority to collect the receivables ourselves remains unaffected therefrom; however, we are obliged to refrain from doing this provided that the customer does not run into default of payment and particularly when no application for the opening of insolvency proceedings has been made. If the obligation for not-collecting is not applicable, we may require that the customer makes known to us the assigned that the



customer discloses to us the assigned receivables and the respective debtors, provide us with all the particulars required for collection and hands over to us the appurtenant documents, and notify its debtors about the assignment.

- 12.6 The processing and transformation of the delivered products by the customer shall always be performed for us. We are considered a manufacturer as defined by §950 BGB without further obligations. If the goods are processed with other objects not belonging to us, we acquire the joint ownership of the new resulting product equating to the total invoice amount for the delivered goods in relation to the added products at the time of processing. Apart from this the same shall apply for the item resulting through processing as for the item delivered under reserve.
- 12.7 If the deliverable is blended with or mixed in with other items that do not belong to us, then we will acquire joint ownership of the new resulting product equating to the total invoice amount for the delivered goods in relation to the value of the other blended or mixed items, at the time of the mixing or blending. If mixing, blending or connecting takes place in such a way that our product is to be considered the main product, it is considered to be agreed that the customer shall transfer coownership to us on a pro rata basis and to hold these entitlements in his safe custody on our behalf at his own expense.
- 12.8 We engage to release securities we are entitled to to the customer upon demand to our discretion, insofar as the realizable value of the securities exceeds the secured accounts receivable by more than 10 %; the securities released.

13. Intellectual property rights of third parties

The customer is responsible that industrial property rights of third parties are not infringed due to its directions regarding forms, measures, colours, weights, etc. The customer shall indemnify us, including all costs and expenses occurring before and outside the courts and assist us upon our demand in any litigation against claims of third parties based on infringement of the aforesaid industrial property rights.

14. Place of Fulfillment, Court of Jurisdiction, Applicable Law

- 14.1 The place of fulfilment for delivery and payment shall in both instances be Weil der Stadt.
- 14.2 The place of jurisdiction for all disputes arising under businesspeople out of the contractual relationship is our commercial domicile. We may, to our discretion, also raise court action at the company seat of the customer or any other statutory place of jurisdiction.
- 14.3 The legal relations of the parties in connection with this Agreement are subject of the law of the Federal Republic of Germany to the exclusion of the agreement of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and Private International Law (PIL)
- 14.4 Should any term or clause of these General Conditions in whole or in part be found to be unenforceable or void, all other provisions shall remain in full force and effect and the unenforceable or void provision shall be replaced by a valid provision which comes closest to the original intention of the unenforceable or invalid provision. Only the German version of these Terms and Conditions is legally binding; any Translations are of a non-binding nature and for information purposes only.