

## Scope

1. These terms and conditions shall apply only to business transactions with entrepreneurs. They form the basis of all business transactions, including future ones.
2. An entrepreneur is a natural or legal person or a partnership with legal capacity that, when concluding a legal transaction, acts in the exercise of its commercial or independent professional activity.
3. These terms and conditions of business apply to all deliveries and services provided by us. Deviating terms and conditions of the customer are hereby expressly contradicted. They shall only apply if they have been expressly accepted by us in writing.
4. Contrary terms and conditions of the customer shall not become part of the contract even if we do not expressly object to them. Our terms and conditions shall also apply to future deliveries and services, even if no special reference is made to them in individual cases.
5. Amendments and supplements to contractual agreements and these terms and conditions of business must be recorded in writing for the purpose of proof. The power of attorney to issue guarantees and assurances is limited to managing directors, authorized signatories and authorized representatives.

## 1. Offer, conclusion of contract

- 1.1 Our offers are subject to change without notice. Documents pertaining to offers, such as illustrations, drawings, weight and dimensional data, unless they are expressly designated as binding, are to be regarded as only approximate. We reserve ownership and copyright of all technical documents such as drawings, calculations, etc.; they may only be made available to third parties with our consent; likewise, we undertake to make plans designated by the customer as confidential available to third parties only with the customer's consent.
- 1.2 Our offers do not represent a binding offer for us; we therefore do not assume any procurement risk. We reserve the right, even during the period of validity of the respective current catalogue, to remove products from our range or replace them, to change prices and other conditions and to change product characteristics.
- 1.3 The information, illustrations, drawings, weight or dimensional data or other technical data contained in catalogues, on data carriers, in electronic media and other advertising mailings as well as standards referred to, in particular DIN standards or data, do not constitute guarantees (warranties), but only information on the nature of the goods, which can be corrected at any time until the conclusion of the contract. Technical specifications contained in offers only constitute guarantees if they are expressly referred to as warranties or assurances, otherwise they are merely quality specifications.

- 1.4 Orders of the customer are a binding offer for him. We can accept this offer within 14 days of receipt of the order by means of an order confirmation in text form or by sending the ordered goods to the customer within this period.

## 2. Scope of delivery

- 2.1 The content and scope of the contract and our delivery obligation shall be determined by the content of the order confirmation, unless the contracting parties have made deviating written agreements. If there is a discrepancy between the order of the customer and our order confirmation, the contract shall be deemed to have been concluded under the terms of the order confirmation issued by us upon commencement of the actual execution of the order, unless the customer objects in writing before commencement of the execution of the order.
- 2.2 Partial deliveries are permissible and will be invoiced individually, provided that the partial performance is reasonable for the customer.

## 3. Price and payment

- 3.1 Prices are in EURO and are valid ex works, including loading, but excluding packaging and statutory value added tax.
- 3.2 All invoices are due for payment within 14 days of the invoice date. 30 days after invoicing, the purchaser is in default even without a reminder.
- 3.3 Invoicing shall be made upon delivery or notification of readiness for dispatch/acceptance.
- 3.4 If the payment period is exceeded, we are entitled to charge interest on arrears at a rate of 9 % above the respective base interest rate of the European Central Bank. If the base interest rate is negative, we are entitled to charge 9 % without deduction. We are entitled to prove and charge a higher interest damage.
- 3.5 The creditworthiness of the customer is assumed when accepting orders. If, after conclusion of the contract, we become aware of reasons which suggest that the creditworthiness of the customer is inadequate, we may demand advance payment or the provision of security, even if bills of exchange have been given. If the customer does not comply with this, we reserve the right to withdraw from the contract.
- 3.6 Lack of creditworthiness can be assumed, among other things, if the customer is in default with the payment of an earlier delivery.
- 3.7 The customer is not authorized to assert rights of retention or rights to refuse performance within the meaning of §§ 273, 320 BGB. The customer is only entitled to set off against undisputed or legally established claims.
- 3.8 A minimum quantity surcharge of 40.00 euros shall be charged for orders of less than 400.00 euros.

3.9 Changes in the cost factors on which the offered price is based - in particular changes in wages, raw material prices and the like - give us the right to demand new negotiations from the customer on a changed price.

3.10 Any discounts and freight reimbursements granted shall lapse in the event of judicial and extrajudicial composition proceedings, insolvency and default in payment of more than two months.

#### **4. Delivery time**

4.1 Delivery dates or deadlines which have not been expressly agreed as binding are exclusively non-binding information. If we can prove that we have concluded a corresponding covering transaction with our supplier and can further prove that the supplier has not met a delivery date agreed with us, compliance with delivery periods shall be subject to correct and timely delivery to ourselves. We shall inform the supplier immediately of any delays that become apparent.

4.2 The delivery period shall commence with the dispatch of our order confirmation, but not before the receipt of documents and releases to be provided by the customer and not before receipt of an agreed down payment.

4.3 The date of delivery shall be determined by our notification that the goods are ready for dispatch or collection.

4.4 In cases of force majeure, traffic or operational disruptions, strikes, import difficulties and the like, we reserve the right to extend the delivery time appropriately. We shall only be in default of delivery if a further period of at least fourteen days set by the customer has elapsed and we are responsible for the delay. In the event of any delay in delivery, unless it is due to intent or gross negligence, claims for damages of any kind are excluded. This shall also apply if the delay is caused by our supplier(s).

4.5. If the customer is in default of acceptance, we are entitled to demand compensation for the resulting damage and any additional expenses (e.g. storage costs). The same applies if the customer culpably violates his obligations to cooperate. We shall be entitled to demand such compensation as a lump sum of 0.5 % / calendar week, but not exceeding 5 % or 10 % in the event of final non-acceptance, in each case of the net purchase price and beginning with the delivery period or - in the absence of a delivery period - with the notification that the goods are ready for dispatch. The proof of a higher damage and our legal claims remain unaffected; the lump sum is to be set off against further monetary claims. The customer shall be entitled to prove that we have incurred no damage at all or only a considerably lower damage than the above lump sum. The risk of accidental deterioration and accidental loss shall pass to the customer upon the occurrence of default of acceptance or debtor's delay.

4.6. Compliance with the delivery period presupposes that the customer has fulfilled his contractual obligations.

#### **5. Dispatch, transfer of risk and acceptance**

5.1 Goods due for delivery are to be taken over by the customer immediately. Otherwise we are entitled to dispatch the goods at our own instigation or to store them at the expense and risk of the customer.

If there is no corresponding agreement, the means of transport and the transport route shall be determined by us.

5.2 The risk shall pass to the customer when the goods are handed over to the railway, the forwarding agent or the carrier or when storage begins, but at the latest when the goods leave the factory or warehouse, even if we have arranged for delivery.

5.3 Delivered objects are to be accepted by the customer without prejudice to the rights from section 7, even if they should show insignificant defects.

#### **6. Reservation of title**

6.1 We reserve the right of ownership of the scope of delivery until all claims arising from the business relationship with the customer have been fulfilled. In the case of a current account, the retained title shall serve as security for our balance claim. Prior to the transfer of ownership, pledging, transfer by way of security, processing or transformation is not permitted without our consent.

6.2. In the event that the customer acts in breach of contract, in particular in the event of default in payment, we shall be entitled to take back the goods after setting a reasonable period of grace; the customer shall be obliged to surrender them. The assertion of the retention of title as well as the seizure of the delivery item by us shall not be deemed a withdrawal from the contract.

6.3 The purchaser is entitled to resell the delivery items in the ordinary course of business; however, he assigns to us all claims in the amount of the purchase price agreed between us and the purchaser (including value added tax) which accrue to the purchaser from the resale, irrespective of whether the delivery items are resold without or after processing; we undertake not to collect the claims as long as the purchaser properly meets his payment obligations and is not in default of payment. If this is the case, however, we can demand that the customer discloses the assigned claims and their debtors, hands over all documents required for collection and informs the debtors of the assignment. Insofar as retention of title exists, the customer may neither pledge the delivery item nor assign it as security. In the event of seizure, confiscation or other dispositions by third parties, he must inform us immediately.

6.4 If the value of the securities existing for us exceeds the value of our claims by more than 20 percent in total, we shall be obliged to release securities of our claims at the request of the customer to the extent that the security of our remaining claims is not jeopardized thereby.

6.5 The customer must inform us immediately of any seizure of the reserved goods or any other impairment of our rights by third parties and inform third parties of our rights.

## 7. Warranty

7.1 We guarantee for faultless production and expressly warranted properties of the goods delivered by us in accordance with the agreed technical delivery specifications. If we deliver according to drawings, specifications, samples, etc. of the customer, the customer assumes the risk of suitability for the intended purpose. Decisive for the contractual condition of the goods is the time of the transfer of risk according to clause 5.2.

7.2 The warranty period shall be 2 years from commissioning, but no longer than 3 years after the transfer of risk.

7.3 Obvious defects must be reported in writing by the customer immediately after receipt of the goods at the place of destination, but not later than 5 days after delivery, hidden defects immediately after discovery of the defect.

7.4 If acceptance of the goods has been agreed, the notification of defects which the customer could have detected during careful acceptance or initial sample testing is excluded.

7.5 We must be given the opportunity to determine the defect complained about. Rejected goods must be returned to us immediately upon request; we shall bear the transport costs if the complaint is justified. If the customer does not comply with these obligations or makes changes to the goods already complained about without our consent, he loses any warranty claims.

7.6 In the event of a justified, timely notification of defects, we shall, at our discretion, either repair the rejected goods or deliver a faultless replacement. If the rectification of defects is not economically reasonable, we will remedy the defect by replacement. The expenses necessary for the purpose of subsequent performance within the meaning of § 439 II BGB are limited to the recovery and new delivery of the delivered item.

7.7 No warranty shall be given for defects caused by unsuitable or improper use, faulty assembly or commissioning by the customer or third parties as well as normal wear and tear, faulty or negligent handling, nor for modifications or repair work carried out by the customer or third parties without our consent.

7.8 If we do not fulfil justified warranty obligations or do not fulfil them in accordance with the contract within a reasonable period of time, the customer can set us a final deadline in writing within which we must fulfil our obligations. If this period expires without success, the customer may demand a reduction in price or carry out the necessary repairs himself or have them carried out by a third party at our expense and risk. If the rectification of defects was successfully carried out by the customer or a third party, all claims of the customer shall be settled upon reimbursement of

the necessary costs incurred by him.

7.9 Claims for defects shall not exist in the event of only insignificant deviation from the agreed quality or only insignificant impairment of usability or if the defect cannot be detected.

## 8. Liability

8.1 Claims for damages by the customer are excluded, unless otherwise provided for in the following. The above exclusion of liability shall also apply in favor of our legal representatives and vicarious agents if the customer asserts claims against them.

8.2 Excluded from the exclusion of liability specified under item 1 are claims for damages due to injury to life, body, health and claims for damages arising from the violation of essential contractual obligations. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract, e.g. we must hand over the item to the customer free of material defects and defects of title and procure ownership of the item. Also excluded from the exclusion of liability is the liability for damages resulting from an intentional or grossly negligent breach of duty on our part, on the part of our legal representatives or vicarious agents as well as from the fraudulent concealment of defects.

8.3 In the event of culpable breach of material contractual obligations, we shall also be liable for slight negligence, but limited to reasonably foreseeable damage typical for the contract.

8.4 Further claims, in particular strict liability, are excluded.

8.5 Regulations of the product liability law (ProdHaftG) remain unaffected.

## 9. Consequential damages

Unless otherwise provided in these General Terms and Conditions, liability for production stoppages, loss of profit, loss of use, loss of contract or any other consequential or indirect damage is excluded.

## 10. Force majeure

Force majeure, industrial disputes, unrest, official measures and other unforeseeable, unavoidable and serious events shall release the contracting parties from their obligations to perform for the duration of the disturbance and to the extent of their effect. This also applies if these events occur at a time when the affected contractual partner is in default. The contractual partners are obliged to provide the necessary information immediately within the scope of what is reasonable and to adjust their obligations to the changed circumstances in good faith.

## **11. Place of performance, place of jurisdiction, severability clause**

11.1 Place of performance for all claims arising from the contracts concluded with us, including the customer's payment obligations, is exclusively Zeven.

11.2 The place of jurisdiction is 27404 Zeven. The contract is subject to German law.

11.3 If one of the provisions of these general terms and conditions is or becomes invalid, this does not affect the validity of the rest of the contract. The wholly or partially invalid provision shall be replaced by a provision whose intended economic success comes as close as possible to that of the invalid provision.