

# GENERAL TERMS AND CONDITIONS

## General – Scope of Application

Our delivery and payment conditions apply solely to companies.

## Contract conclusion

We conclude contracts telephonically, via email, by telex and in writing. On special request, the customer receives an order confirmation.

We reserve ownership rights and copyrights to images, illustrations, drawings, calculations and other documents. The same applies to written documents marked "confidential". The customer requires our explicit written consent before passing them on.

## Prices – Payment terms

In the absence of other contractual agreements, our prices are ex works. The legally applicable value added tax is not included in our prices; it will be listed separately at the rate legally applicable on the invoice date. We grant a 2% discount for payments received within 14 days of the invoice date. Otherwise, the purchase price is due to be paid net to one of our accounts within 30 days starting from the invoice date.

The customer is only entitled to set-off rights if its counter claim has been legally determined, is undisputed or if we have acknowledged it. Furthermore, it is only entitled to exercise its right of retention insofar as its counterclaim is based on the same contract relation.

## Delivery time

The start of our stated delivery time presumes the clarification of all technical questions.

Stated delivery dates are approximate dates unless we explicitly promise a fixed delivery date.

In case of delivery delays we are liable according to legal regulations. If the delivery delay is not based on intentional contract infringement attributable to us, our compensation liability is limited to the foreseeable, typically arising damages.

We are liable according to the legal stipulations provided the delivery delay attributable to us is based on the culpable infringement of an important contractual obligation; in this case however, the compensation liability is limited to the foreseeable, typically arising damages.

## Transfer of risk

The transfer of risk and the deterioration of performance of the object of purchase (the shipping risk) is transferred to the customer as soon as we have transferred the article to the forwarder, the carrier or a certain person commissioned with the execution of the shipment.

If desired by the customer, we will cover the shipment with shipping insurance; the applicable accruing cost is borne by the customer.

## Packing

The packing material used will be utilised according to its suitability and is generally recyclable or can be dis-

posed of neutrally. There is no return of packing. The costs for the packing material will not be charged separately.

## Liability for defects

Customer warranty claims presume that it has properly fulfilled its due inspection and duty of objection according to § 377 HGB (German Civil Code).

We have the right to choose between subsequent performance through a delivery of a flawless article or to repair the defect.

We are liable in accordance with the legal stipulations provided the customer asserts its compensatory claims based on intent or gross negligence. If we are not accused of being at fault for contractual infringement, the compensation liability is limited to the foreseeable, typically arising damages.

We are also liable according to the legal stipulations if we culpably infringe on an important contractual obligation; in this case however, the compensation liability is limited to the foreseeable, typically arising damages.

The liability due to culpable infringement of life, the body or the health remains unaffected; this also applies to the mandatory legal liability in accordance with product liability law.

## Overall liability

Any additional liability for damage compensation other than intended in the above clauses is, – without consideration of the legal nature of the asserted claims – excluded. That especially applies to compensatory claims arising from faults during contract conclusion, due to other breaches of duty or due to tortious claims for compensation of property damage according to § 823 BGB. Insofar as the compensation liability against us is excluded or limited, this also applies in regard to the personal compensation liability of our salaried employees, workers, colleagues, representatives and assignees.

## Reservation of proprietary rights

We retain the ownership to the object of sale until receipt of all payments from the supply contract.

The customer is entitled to resell the object of sale in an orderly business transaction; however, upon contract conclusion it rescinds all demands against us in the amount of the final billing amount (including the value added tax), which are due to it as a result of the resale against its customers or third parties, irrespective of whether the object of sale is resold without or after processing. We herewith accept the surrender. The customer continues to be authorised to collect this demand after surrender. Our authority to collect the demand ourselves remains unaffected by that.

## Court of jurisdiction

If the customer is a merchant, the court of jurisdiction is our place of business.

The laws of the Federal Republic of Germany apply as applied between domestic parties. The application of UN sales law is excluded.

