

GENERAL TERMS AND CONDITIONS OF BUSINESS

I. Conclusion of the Contract

1. Quotations and offers from the Supplier shall be without obligation. Deals and agreements shall only become binding upon confirmation in writing by the Supplier.
2. Deviations which are acceptable for the Purchaser in quotation or offer-related documents, especially from illustrations, drawings, weight and measure specifications shall be permissible where such deviations are not expressly declared binding.
3. All rights of ownership and copyrights shall be reserved by the Supplier for estimates, drawings, calculations and other documents; these must not be made available to third parties without prior agreement of the Supplier.

II. Prices

1. The agreed prices shall be understood as being in € ex works exclusive of packaging, freight and duty. The respective amount of the Value Added Tax applying at the time when the contract is concluded must be paid additionally.
2. In the event of increases in material prices or pay increases occurring up to the time of delivery, the Supplier shall be entitled to subsequent billing and price increase as far as the Purchaser is a company/trader. In relation to all other persons or entities the Supplier shall be entitled to such subsequent billing and price increases, if delivery is to be effected more than 4 months after conclusion of the contract.

III. Payment

1. Payment within 30 days of date of invoice. Within 8 days of date of invoice 2%, 14 days of date of invoice 1% . Date of payment shall be the day on which the Supplier can avail itself of the funds. Cash discount deduction is not allowed if amounts outstanding from former invoices have not yet been paid.
2. The right of the Purchaser to set off its claims shall only be applicable in such cases where its counter claims are indisputable or absolute; it shall then be entitled to retention only if its counter-claim is based on the same legal relationship.
3. Bills of exchange shall only be accepted in the case of prior agreement. Acceptance of bills of exchange and cheques shall take place only as form of payment. Discount and expenses are for the account of the Purchaser. There shall be no obligation to timely presentation and protesting of bills of exchange and cheques.
4. Should the Purchaser be in default with payments, the Supplier shall be entitled to charge interest at a rate of 5% above the base rate or to claim the amount of the loss incurred by reason of the default in payment.

IV. Delivery time

1. The delivery period shall begin with the despatch of the order acknowledgement but not before the provision of the documents, approvals, releases required by the Purchaser and receipt of the agreed advanced payment.
2. The delivery period shall be deemed to have been fulfilled if, before expiry of the time limit, the goods have left the factory or the Supplier has given notice to the Purchaser that the goods are ready for despatch.
3. The delivery period shall be extended accordingly in the case of measures within the scope of industrial dispute, especially strike and lockout as well as in the cases of unforeseeable disruptions that were beyond the Supplier's control if disruptions have a considerable effect on the assessment or delivery of the goods. This shall also apply to circumstances which may occur at sub-suppliers.

4. If despatch is delayed at the Purchaser's request, beginning 1 month after advice of readiness for despatch, the costs incurred due to storage, in the case of storage in the Supplier's works, however, at least a lump-sum of 0.5% of the amount invoiced shall be charged per month. The indemnification shall be correspondingly more or less, if the Supplier can provide evidence of a higher or the Purchaser of a lower loss. The Supplier shall, however, be entitled, after the setting and the expiry of a reasonable time limit to otherwise dispose of the goods and to supply the Purchaser within a reasonable extended period of time.
5. The observance of the time limit shall imply the completion of the Purchaser's contractual obligations.

V. Passing of risks, acceptance

1. The risk shall pass to the Purchaser even in the case of transport with own means of transportation, at the very latest on despatch of the delivery. At the Purchaser's request the consignment shall be insured, at the Purchaser's expense, against damage/loss/injury caused by theft, breakage, transport, fire and water and against any other insurable risks.
2. Should despatch be delayed for reasons attributable to the Purchaser, the risk shall pass to the Purchaser upon readiness for despatch, however, the Supplier shall, at the Purchaser's request, be obliged to take out the insurances it may request, at the Purchaser's expense.
3. The Purchaser must accept the delivered goods even in cases of insubstantial faults without prejudice to the rights referred to in Section VII.
4. Part deliveries shall be permitted.

VI. Retention of Title

1. Delivered goods shall remain the property of the Supplier until all outstanding debts resulting from the business relationship with the Purchaser, in particular also a possible current account balance, have been paid in full.
2. In the event of goods supplied being combined with other goods, the Purchaser already now assigns to the Supplier its rights of ownership or part ownership of the new item.
3. The Purchaser shall be entitled to resell the Supplier's property within the course of its normal business. Already upon the placing of order, the Purchaser shall assign all rights from the resale of the goods to third parties and, in fact even future rights to the Supplier. If required by the Supplier, the Purchaser shall be obliged to advise the third party of the assignment for payment to the Supplier.
4. The Supplier shall be entitled to insure the delivered goods against damage/loss/injury caused by theft, breakage, fire, water and other damages at the Purchaser's expense, unless the Purchaser itself has taken out insurance.
5. The Purchaser shall neither be entitled to pledge the delivered goods nor to transfer them as collateral. The Purchaser shall advise the Supplier immediately in the case of pledge, seizure or any other intervention on the part of third parties.
6. In the event of behaviour by the Purchaser contrary to the terms of the contract, particularly in default of payment, the Supplier shall be entitled to demand return delivery after a reminder and the Purchaser shall be obliged to surrender the goods. The assertion of the reservation of ownership as well as the pledge of the goods supplied by the Supplier shall not be deemed to imply withdrawal from the contract unless the German Consumer Credit Act is applied.

Bankkonten

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IBAN DE80 4666 0022 0506 0660 00

Sparkasse Arnsberg-Sundern
IBAN DE73 4665 0005 0000 0584 61

Postbank Dortmund

Konto 506066000 BLZ 466 600 22
BIC(SWIFT) GENODEM1NEH

Konto 58461 BLZ 466 500 05
BIC(SWIFT) WELADED1ARN

Konto 14400-460 BLZ 440 100 46

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Geschäftsführer

Christoph Brökelmann
HRA-Nr. 4415
Amtsgericht Arnsberg
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VII. Warranty

1. The Purchaser's warranty rights require that it shall be obliged to carry out its inspection duties and report defects in accordance with Article 377 of the German Commercial Code (HGB).

2. The Purchaser's claim against the Supplier under a right of recourse shall only exist to the extent that the Purchaser has not made any agreements with its customers going beyond the statutory warranty claims.

3. If the article purchased has a defect for which the Supplier is responsible, the Supplier shall always first have the opportunity to resolve the defect afterwards within an appropriate time. The supplier shall be entitled - by its own choice - to eliminate the defect or deliver a replacement.

4. If subsequent performance fails, the Purchaser shall be entitled, without prejudice to any possible claims for damages, to withdraw from the sales contract or to reduce the purchase price. Claims on the part of the Purchaser for costs incurred for the purpose of subsequent performance, particularly transport, labour and material costs shall be excluded as far as the costs increase due to a delivery effected subsequently at a place other than the place of performance.

5. Warranty claims shall not apply in the case of merely insignificant deviations from the agreed characteristics, in the case of merely an insignificant detrimental effect on the practicability, in the case of natural wear and tear or damage occurring following the passing of risk as a result of faulty or negligent treatment, excessive strain, unsuitable operating equipment and facilities and/or such warranty claims that arise as a result of particular external influences and/or are not presumed in accordance with the contract.

6. Any warranty of the Supplier with regard to material defects shall expire if as a result of instructions for running or maintaining the products not being observed, the products have been modified, parts have been exchanged or consumable parts used, which are not in accordance with the original ones. Another thing applies only as far as the warranty claims are demonstrably not due to one of the above mentioned reasons.

7. Claims with regard to material defects shall be subject to the statute of limitations within 12 months beginning at the passing of risk. This shall apply insofar as the law in accordance with Art. 438, Section 1, no. 2 (Structures and material for structures), Art. 479, Section 1 (Right of recourse) and Art. 634 a (Construction defects) of the German Civil Code BGB specifies longer deadlines.

8. Unless stated otherwise below, all further claims on the part of the Purchaser - for whatever legal reason - shall be excluded. Therefore the Supplier shall not be liable for damage/loss/injury which has not directly affected the goods, in particular the Supplier shall not be liable for any damage/loss/injury caused by loss of profit or other financial losses by the Purchaser.

9. A claim for damages regarding a violation of key contractual obligations shall be restricted to cases of damage/loss/injury that occur typically in such contracts and are foreseeable. Otherwise the Supplier's liability with regard to the claim shall be excluded. To this extent the Supplier shall in particular not be liable for damage/loss/injury which has arisen from the goods.

10. The above-mentioned limitation of liability shall not apply in cases of damage with intent or gross negligence. Neither shall it apply in the case of physical injury and/or health impairment as well as in cases in which the Purchaser claims for damages due to the provision of a guarantee of the existence of a warranted characteristic, unless the objective of the provision of a guarantee relates solely to the contractual conformity of the product in question and not to the risk of any consequential defect. This shall not constitute a shift in the burden of proof to the disadvantage of the Purchaser.

VIII

1. Any liability going beyond the liability for damages stated under VII shall be excluded irrespective of the legal nature of the claim made, in particular for the violation of duties resulting from obligation and tortuous acts.

2. The limitation of liability according to the above mentioned VIII.1 shall not apply to claims made in accordance with the product liability laws nor in cases of physical injury and health impairment.

3. In as far as the liability of the Supplier is excluded or limited, this shall also apply to the personal liability of the Supplier's employees, staff, colleagues, representatives and vicarious agents.

IX. Right of the supplier to withdraw

1. In the case of unforeseen circumstances within the meaning of Section IV, insofar as they considerably change the economic significance or the content of the performance or considerably affect the Supplier's operations and in the case of an impossibility of performance that subsequently becomes evident, the contract shall be amended accordingly.

2. In so far as this is not economically justifiable, the Supplier shall be entitled to either wholly or partially withdraw from the contract. There shall be not entitlement on the part of the Purchaser to claim damages due to such a withdrawal.

3. If the Supplier intends to make use of the right to withdraw, it is to inform the Purchaser of this without delay once it has gained knowledge of the implications of an occurrence and in fact even if an extension of the delivery deadline had initially been agreed upon with the Purchaser.

X. Applicable Law, place of Jurisdiction, invalidity of one provision

1. All mutual and future claims arising from the business relationship concerning commerce with companies/traders, legal entities of public law and public-law special funds incl. bills of exchange and cheques receivable fall exclusively under the jurisdiction of the Supplier. The Supplier shall, however, be entitled to bring action against the Purchaser within the jurisdiction under which the Purchaser's headquarters fall.

2. Unless otherwise agreed in the order acknowledgement, the Supplier's headquarters shall be the place of performance.

3. For these terms and conditions and all privities of contract between the Supplier and the Purchaser, German law shall apply, the application of the UN Sales Convention law being excluded.

XI: Other

1. Any opposing conditions of the Purchaser shall be ineffective, they are hereby expressly contradicted.

2. If individual terms of these General Terms and Conditions should be modified or be ineffective, that shall not affect the effectiveness of the other terms and conditions.

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