

## Conditions for domestic deliveries

Deliveries above a net order value of € 1750.00 within the Federal Republic of Germany (mainland) are made carriage-free. For orders of under € 1750.00 we charge a pro-rata carriage fee of € 80.00. Regardless of the order value we charge € 5.50 motorway toll per pallet. In exceptional cases we will also charge, where necessary, a bulky goods surcharge for orders of over € 1750.00. This will be stated in the offer.

In the case of parcel deliveries we charge € 14.00 flat rate fee for delivery.

## Delivery conditions for other countries

Delivery to other European countries is made by DAP (Delivered at Place). The freight costs to be charged on the delivery are shown separately. Likewise, we charge on the legally regulated toll.

For deliveries to other countries, the costs for the preparation of customs documents and, if applicable, for the preparation of further required export documents will be charged according to expenditure. The freight costs are shown separately. Any deviating special agreements must be made in writing.

## Fee for returning goods to stock

In the event of returns for which we are not responsible we charge a handling fee and a fee for returning the goods to stock. Up to a net goods value of € 300 the fee is € 30.00, and for goods values in excess of this amount the fee is 10% of the net goods value.

## General terms and conditions.

### I. Contract conclusion

1. The offer of the supplier is non-binding. Contracts and agreements are only binding once they have been confirmed in writing by the supplier.
2. The offer is subject to deviations which may reasonably be accepted by the buyer from the documentation associated with the offer, with particular reference to diagrams, drawings, weight and dimension data, provided that they are not explicitly marked as binding.
3. The supplier reserves the right of ownership and copyright of quotes, diagrams, calculations and other documents; these may not be made available to third parties without the approval of the supplier.

### II. Prices

1. The agreed prices are quoted ex works excluding packaging, freight and customs duties. The applicable statutory VAT rate in force at the time of conclusion of the contract is levied on the agreed prices.
2. Any material price or wage increases which occur prior to delivery permit the supplier to recalculate and increase the price, provided that the buyer is a company/trader. Regarding all other persons, the supplier is permitted to undertake such price recalculations and increases if the delivery is to be made more than four months after conclusion of the contract.

### III. Payment terms

1. The term of payment is 30 days after the date of invoice. If payment is made within 8 days of the invoice date a 2% discount is granted, and a 1% discount is granted for payments made within 14 days. The date of payment is deemed to be the day on which the supplier gains access to the money. A discount is not permitted if receivables from older invoices have not yet been settled.
2. The buyer is allowed to off-set claims of its own against those of the supplier only if the counter-claims of the buyer are uncontested or have been established as final and absolute in a court of law; the buyer can assert a right of retention only if it is based on claims arising from the same contract.
3. Bills of exchange are acceptable only by prior agreement. Bills of exchange and cheques are acceptable only on a cash basis. Discounts and fees are to be borne by the buyer. There is no obligation to produce and protest bills of exchange and cheques within the prescribed time.
4. In the event of a default on payment, interest of 5% above the base rate of interest or any further damage caused by the default will be charged.

### IV. Delivery time

1. The delivery period starts with the despatch of the order confirmation, although not before the buyer has provided the necessary documentation, approvals and licences and not before receipt of the agreed down payment.
2. The delivery deadline will be deemed to have been met if the delivery item has left the works or the buyer has been notified of readiness for delivery before the expiry of the deadline.
3. The delivery period will be extended accordingly as a result of industrial action, in particular strikes and lock-outs, and in the event of unforeseeable obstacles which lie beyond the control of the supplier, provided that such obstacles can demonstrably be shown to have significant influence on the location or delivery of the delivery item. This applies also if the same conditions arise with sub-contractors.
4. If the delivery is delayed at the request of the buyer, then the buyer will be invoiced for the storage costs incurred, starting 1 month after the notification of readiness for delivery; in the event of the goods being stored at the supplier's premises, a flat rate of at least 0.5% of the invoice amount per month will be charged. The compensation payment will increase or decrease correspondingly if the supplier can prove a higher level of damage or the buyer a lower level. After the setting and expiry of an appropriate deadline, however, the supplier is permitted to dispose of the delivery item in another way and to supply the buyer within a suitably extended period of grace.
5. Adherence to the delivery time is contingent on the fulfilment of the contractual obligations of the buyer.

### V. Transfer of risk and receipt of goods

1. Even if the seller uses its own means of transport, the risk is transferred at the latest upon despatch of the parts of the delivery to the buyer. On the request of the buyer the delivery will be insured at the expense of the same by the supplier against theft, breakage, damage from transport, fire and water and other insurable risks.
2. If the delivery is delayed as a result of circumstances which are the fault of the buyer, then the risk will be transferred to the buyer on the day on which the goods are ready for delivery; the supplier is, however, obliged to conclude the insurance policies required by the buyer at the request and expense of the same.
3. The delivered items are to be accepted by the buyer, even if they show minor defects, although the rights in section VII are not affected.
4. Partial deliveries are permitted.

### VI. Retention of title

1. The supplier reserves the ownership of the delivered item until such time as the buyer has paid in full all the claims arising from the business relationship, with particular reference to any current account balances.

2. If the delivered item is linked to other items, then the buyer hereby assigns its ownership or co-ownership rights to the new object to the supplier.
3. The buyer is allowed to sell the property of the supplier only in the course of normal business transactions. The buyer hereby assigns to the supplier at the point of submission of the order all claims that accrue to the former from the resale to third parties as well as any future claims. On request of the supplier, the buyer undertakes to notify the third party about the assignment of payments to the supplier.
4. The supplier is entitled to insure the delivery item at the expense of the buyer against theft, breakage, damage by fire, water and any other damage if the buyer cannot verify that it has taken out the insurance itself.
5. The buyer is not permitted to pledge or assign the delivered item as security. The buyer must notify the supplier immediately of any pledges and confiscations or disposal by other means of the delivered item by third parties.
6. If the buyer acts in a manner which violates the contract, in particular in the event of a default in payment, the supplier is permitted to take back the goods after having issued a reminder, and the buyer is obliged to surrender the goods. The assertion of the right of retention as well as the pledging of the delivery item by the Supplier are not deemed to be tantamount to a withdrawal from the contract provided that the Consumer Credit Law does not apply.

### VII. Warranty

1. The warranty rights of the buyer are contingent on its proper fulfilment of the examination and notification of defect obligations pursuant to Section 377 HGB [German Commercial Code].
2. The legal rights of recourse of the buyer against the supplier exist only to the extent that the buyer has not concluded any agreements with its customers which go beyond the statutory claims for defects.
3. If the object of the sale has a defect which has been caused by the supplier, the supplier must always be given the opportunity to render subsequent performance within a suitable deadline. The supplier is permitted at its discretion either to remedy the defect or to supply a replacement item.
4. If the subsequent performance fails, the buyer can withdraw from the contract or reduce the purchase price without prejudice to any compensation claims. Claims of the buyer on the grounds of necessary expenses associated with the subsequent performance, in particular transport, labour and material costs, are excluded if the expenditure has increased because the object of the delivery was taken retrospectively to a location other than the place of performance.

5. Claims for defects may not be asserted in the event of minor deviations from the agreed characteristics, minor impairments of usability, natural wear and tear or in the event of damage which occurs after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable equipment and/or special external influences and/or which is not envisaged as a precondition by the contract.
6. In the event that operating or maintenance guidelines issued by the supplier are not observed, unauthorised changes to the products are made, parts are changed or consumables used which do not correspond to the original specifications, the liability of the supplier for material damage will cease to apply; this exclusion will not apply only if it can be demonstrated that the warranty case has not arisen as a result of one of the aforementioned grounds for exclusion.
7. The right to claim for material defects expires after 12 months, where the term begins upon the transfer of risk. The aforementioned provisions apply if Section 438, paragraph 1, point 2 (Items for construction), Section 479, paragraph 1 (Right of recourse) and Section 634a (Construction defects) do not prescribe longer deadlines.
8. Provided nothing contrary is specified below, further claims of the buyer - regardless of the legal grounds - are excluded. The supplier is therefore not liable for damage not incurred directly by the delivery item; the supplier is in particular not liable for lost profits or other financial losses on the part of the buyer.
9. The Supplier is liable pursuant to the legal provisions if it culpably violates a key contractual obligation; in this case, however, the compensation liability is limited to the foreseeable damage which would typically occur in such a case. For the rest, liability to pay compensation is excluded; in this respect the supplier is in particular not liable for damage which is not incurred directly by the object of delivery.
10. The aforementioned exclusions of liability do not apply if the cause of the damage is ascribable to wilful intent or gross negligence; furthermore, they do not apply in cases of damage to life, limb and health or in cases in which the buyer is seeking to assert a compensation claim on the basis of the acceptance of a guarantee concerning the existence of a property, unless the guarantee of quality is intended to cover only the contractual conformity of the underlying delivery but not the risk of consequential damages caused by a defect. A change to the burden of proof to the detriment of the buyer is not associated with the aforementioned provisions.

## VIII. Liability

1. Further liability for compensation in excess of that stated in point VII is excluded irrespective of the legal nature of the asserted claim, with particular regard to breaches of duty arising out of the contractual obligation and from unlawful actions.

2. The exclusion of liability in point VIII does not apply to claims according to the Product Liability Law or to cases of injury to life, limb or health.
3. If the liability of the supplier is excluded or restricted, this applies also to the personal liability of the employees, colleagues, representatives or vicarious agents of the supplier.

## XI. The supplier's right of withdrawal

1. In the event of unforeseeable events within the meaning of Section IV, the contract will be suitably adjusted to the extent that these events considerably alter the economic significance or content of the performance or the business operation of the supplier and in the event that it subsequently becomes clear that it is impossible to execute the contract.
2. If, for economic reasons, it should prove unreasonable for the supplier to accept this, the supplier is entitled to fully or partially withdraw from the contract. Such a withdrawal does not entitle the buyer to assert claims for compensation.
3. If the supplier wishes to assert this right of withdrawal, it must notify the buyer thereof as soon as it becomes aware of the implications of the events, even if an extension of the delivery period was initially agreed with the buyer.

## X. Applicable law, place of jurisdiction, partial nullity

1. For all mutual and future claims from the business relationship with companies/traders, legal corporate bodies under public law as well as special funds under public law including receivables from bills of exchange and cheques, the exclusive place of jurisdiction is the registered office of the supplier. The supplier is, however, permitted to also institute proceedings against the buyer at its place of residence.
2. Unless otherwise specified in the order confirmation, the place of performance is the registered office of the supplier.
3. The law of the Federal Republic of Germany applies to these terms and conditions and all legal relationships between the supplier and the buyer. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

## XI. Miscellaneous

1. Contradictory provisions of the buyer are invalid and are explicitly rejected.
2. The amendment or ineffectiveness of individual provisions of these General Terms and Conditions of Business and Delivery does not affect the validity of the remainder of the provisions.