

## Sec. 1 General provisions – Scope of application

(1) All goods delivered, services rendered and offers made shall be based exclusively on these Terms and Conditions. Any conflicting or deviating terms and conditions of Customer shall be expressly excluded. Our Terms and Conditions shall also apply if we execute the delivery without reservation despite being aware of Customer's conflicting or deviating terms and conditions. Any deviations from our Terms and Conditions shall be subject to our express consent.

(2) The product range is intended for both consumers and entrepreneurs. For the purpose of these General Terms and Conditions of Business, (i) a "consumer" means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession (Sec. 13 of the German Civil Code – BGB) and (ii) an "entrepreneur" means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession (Sec. 14 (1) BGB).

(3) Our Terms and Conditions shall also apply in respect of all goods delivered and services rendered in the future under a continuous business relationship.

## Sec. 2 Conclusion of contract, documents, written form

(1) Customer's order shall constitute a binding offer. We may accept this offer within 4 weeks at our option by either sending an order confirmation or by delivering the ordered goods within this period.

(2) We reserve the title and other rights to all illustrations, drawings, calculations and other documents. They may not be made available to third parties.

(3) Any samples or drawings sent to us will only be returned at Customer's express request. If no order is placed, we shall be entitled to destroy any samples and drawings three months following submission of the offer.

(4) In case of doubt, any guarantees regarding quality or durability, any agreements on quality or declarations on the use of the delivered item as well as any collateral agreements shall only be valid if confirmed by us in writing. Any agreements as well as information on the quality or use of the delivered item provided in our offers shall take precedence over the information provided in our brochures, drawings, descriptions, price lists and other documents.

## Sec. 3 Prices, terms of payment

(1) Unless stated otherwise in the order confirmation, our prices are quoted "ex works", exclusive of freight charges, customs duties, additional import duties and packaging as well as exclusive of value-added tax. The value-added tax will be shown separately in the invoice at the statutory rate applicable as of the invoice date.

(2) We reserve the right to adapt our prices in line with the increased costs due to general wage increases or material price increases after timely notification of Customer and before delivering the goods.

(3) The payment shall not be deemed effected until the amount is actually at our disposal; cheques will only be accepted on account of payment. Notwithstanding any provisions to the contrary, we shall be entitled to set off the payments made by Customer against any previous debts. Where costs and interests have accrued, we shall be entitled to set off the payment first against the costs, then against the interests and finally against the main claim.

(4) If Customer fails to meet his payment obligations, in particular if he fails to honour a cheque, suspends his payments, defaults on the payment of undisputed claims for a period of more than 14 days despite having been sent a reminder or if enforcement measures against him are unsuccessful, we shall be entitled to accelerate the maturity of the entire outstanding debt, even if we have accepted cheques. In this case, we shall additionally be entitled to demand advance payments or provision of securities in respect of all contracts and, after expiry of a reasonable deadline without effect, to withdraw from these contracts and claim compensation in lieu of performance.

(5) Customer may only exercise rights of setoff in respect of uncontested, recognised or legally established claims and may only assert rights of retention on the basis of such claims.

## Sec. 4 Delivery period, partial deliveries and delivery quantities

(1) In the absence of an agreement to the contrary, the delivery periods indicated by us shall only be approximate.

(2) Delivery deadlines start with the date of the order confirmation, however, not before all technical questions have been clarified and Customer has met all obligations incumbent upon him, in particular not before he has provided all required documents and any parts, samples and plans and has effected any agreed advance payments.

(3) The delivery deadline shall be deemed met once the delivered item has left the works by its expiry or, if dispatch of the goods is not possible without our fault, once the readiness for shipment is communicated to Customer.

(4) Any disruptions of business operations beyond our control, in particular those caused by labour disputes, force majeure events, unforeseeable operational interruptions, interventions by authorities or by the government, shortage of raw materials, disturbances in energy supply, etc. both on our part and on the part of our upstream suppliers, shall extend the delivery period accordingly, insofar as such obstacles are demonstrated to have a considerable influence on the completion or delivery of the purchased item. We shall not be deemed responsible for the aforementioned circumstances even they occur while we are already in default. If the aforementioned disruptions are not only temporary but permanently render our performance impossible, we shall be entitled to withdraw from the contract either in whole or in part. Customer shall not be entitled to assert any claims for compensation based on such withdrawal.

(5) If the delivery deadline is exceeded for reasons attributable to us, we shall be deemed in default of delivery if Customer requests us in writing to deliver the goods after expiry of the delivery deadline, setting a deadline of at least three weeks, and we fail to deliver the goods within this deadline. In this case, Customer shall be entitled to claim flat-rate compensation for default amounting to 0.5% of the contract value, not exceeding 10% of the contract value in total, for each full week of default. Customer shall be entitled to withdraw from the contract if he has set another deadline for performance, threatening to withdraw from the contract, and this deadline expires without effect.

(6) Any further claims for compensation by Customer shall be excluded, unless one of the exceptional circumstances pursuant to Sec. 8 (2) and (3) has occurred or a specific delivery deadline has been agreed as a primary obligation on a case-by-case basis.

(7) Upon our request, Customer shall declare within a reasonable period whether he withdraws from the contract, claims compensation in lieu of performance or insists on the performance. Partial deliveries shall be permissible.

(8) We reserve the right to make excess or short deliveries of up to 10% of the agreed delivery quantity.

## Sec. 5 Data privacy, default in acceptance, call-off orders

(1) We may process and save the data relating to the respective purchase contracts to the extent that this is required for the performance and settlement of the purchase contract and as long as we are required to retain this data under the statutory provisions.

(2) We reserve the right to transfer personal data of Customer to credit reference agencies to the extent that this is required for the purpose of credit analysis, provided that Customer gives his express consent to this on a case-by-case basis. We will also not pass on any personal customer data to third parties in other cases without obtaining Customer's express consent, except if we are required by law to disclose such data.

(3) If Customer fails to accept the delivery or breaches any other duties to cooperate, we shall be entitled to claim compensation for the damage or loss sustained by us, including any additional expenses. In this case, the risk of accidental loss

or accidental deterioration of the goods shall pass on to Customer at the time he fails to accept the delivery. If Customer refuses to accept the delivery after expiry of a reasonable deadline of at least 4 (four) weeks or expressly declares in advance that he will not accept the delivery, we shall be entitled to withdraw from the contract and claim compensation in lieu of performance.

(4) In the absence of an agreement to the contrary, we shall be entitled in the case of call-off orders to set a reasonable, at least 14-day deadline within a reasonable period upon expiry of 6 months from the date of the order confirmation and, after this deadline has expired without effect, to demand at our option either the acceptance of the quantities not yet called off and issue an invoice for them or refuse to deliver the goods and claim compensation in lieu of performance.

#### Sec. 6 Transfer of risk

(1) Unless stated otherwise in the order confirmation, delivery "ex works" shall be deemed agreed. The risk shall pass on to Customer – also in the event of carriage-free delivery – no later than when the goods leave the works.

#### Sec. 7 Customer's rights in the event of defects

(1) We accept no liability for any damage or defects based on wear and tear resulting from the intended use or excessive use, improper or careless handling by Customer or by third parties, weather influences as well as chemical, electrochemical or electrical influences, insofar as we are not responsible for these circumstances. Insignificant deviations from the contractually agreed quality, in particular customary quantity and quality tolerances, shall not constitute material defects.

(2) Customer shall be responsible for any models, drawings and other information provided by him being suitable and dimensionally accurate, corresponding to the actual conditions and not infringing any proprietary rights of third parties. If any of the foregoing is not met, Customer shall reimburse any additional expenses incurred as a result. Should a third party assert claims on grounds of proprietary rights lawfully held by that party, we shall be entitled – without being obliged to check the legal situation – to cease the manufacture and delivery, excluding all claims for compensation by Customer. Upon our request, Customer shall be obliged to indemnify us without delay against any and all claims for compensation asserted by third parties based on alleged infringements of proprietary rights.

(3) Customer shall give written notice of any visible defects within two weeks of handover. As regards merchants, the statutory provisions set forth in Sec. 377 HGB [German Commercial Code] shall apply in addition. These periods shall be preclusive periods.

(4) If the goods delivered are affected by a material defect, Customer may initially demand that the defect be remedied or flawless goods be delivered. If Customer is an entrepreneur, we may choose to either remedy the defect or deliver flawless goods. The choice can only be made by sending a notification to Customer in text form (including fax and email) within three working days of receipt of the notice of defect. We may refuse to effect the kind of cure selected by customer if this would involve disproportionately high expenses.

(5) If Customer is a consumer and the cure pursuant to Sec. 7 (4) fails or is unreasonable or if we refuse to effect cure, Customer shall be entitled in accordance with applicable law to withdraw from the contract, reduce the purchase price or claim compensation or reimbursement of futile expenses.

(6) Customer may assert claims for compensation within the limits of the statutory provisions if we have fraudulently concealed a defect or have provided a special guarantee by way of exception. Any further claims for compensation based on defects of the delivered item shall be excluded, unless one of the exceptional circumstances pursuant to Sec. 8 (2) and (3) has occurred.

(7) Unless we are liable for wilful intent or longer limitation periods are prescribed by mandatory law, Customer's warranty claims shall expire within 12 months of transfer of risk, provided that Customer is an entrepreneur. This limitation period shall apply to all claims, in particular including claims for compensation of consequential damage caused by possible defects. The

warranty period shall be two years from delivery, provided that Customer is a consumer.

(8) Any claims by Customer based on the expenses required for the purpose of cure, in particular any transport, travel, labour and material costs, shall be excluded, insofar as the expenses increase because the delivered item has been relocated to a place other than Customer's place of business, unless such relocation is part of the intended use.

#### Sec. 8 Liability, compensation for damages

(1) Unless stipulated otherwise in these General Terms and Conditions of Business, any claims for compensation and reimbursement of expenses by Customer, no matter on what legal grounds (hereinafter referred to collectively as "claims for compensation"), shall be excluded, unless Customer is a consumer. In particular, we therefore accept no liability for lost profit or any other financial loss incurred by Customer.

(2) The exclusion of liability pursuant to (1) above shall not apply to damage or loss

- based on injury to life, limb or health or an at least negligent breach of obligations on our part,
- for which we have mandatory liability under the Product Liability Act or
- based on an at least grossly negligent breach of obligations on our part or on the part of our legal representatives or agents.

(3) Furthermore, the exclusion of liability shall not apply to damage or loss based on an at least negligent breach of material contractual obligations on our part, insofar as the achievement of the contractual purpose is endangered by such breach. As regards defects, such endangerment shall only be deemed to exist in the event of significant defects. In the event of breach of a material contractual obligation, our liability shall be limited to the foreseeable damage typical of contracts, unless we can be held liable for wilful intent or gross negligence or the damage results from at least negligently caused injury to life, limb or health.

(4) Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff members, representatives and agents.

#### Sec. 9 Reservation of title

(1) We reserve the title to the goods delivered until payment of all claims arising from the supply contract as well as all previous claims already existing at the time this contract is concluded, including all claims arising from follow-up orders, repeat orders and spare parts orders. As regards payments by cheque or bill of exchange, the reservation shall only expire when recourse claims can no longer be asserted against us.

(2) Customer shall be obliged to handle the purchased goods with great care and adequately insure them at replacement value against damage caused by fire, water and theft at his own expense; Customer shall perform any required maintenance and inspection work in a timely manner at his own expense. Customer shall notify us in writing without delay of any attachments or other interventions by third parties.

(3) If Customer breaches the contract, we shall be entitled to take back the purchased goods; the exercise of the right to take back or the seizure of the purchased goods shall not constitute a withdrawal from the contract, unless we expressly declare withdrawal.

(4) Insofar as he does not default on the payment, Customer shall be entitled to resell or install the purchased goods in the normal course of business; he shall hereby assign to us all claims and rights against his purchasers or third parties arising from the resale or installation, regardless of whether the purchased goods have been resold or installed without or after processing. Customer shall be authorised on a revocable basis to collect the assigned claims. Our authority to collect the claims ourselves shall remain unaffected; however, we undertake not to collect the claims as long as Customer meets his payment obligations, does not default on the payment and does not suspend his payments in general. If we revoke the authorisation, Customer shall inform us of the assigned claims and the

corresponding debtors, hand over to us all pertinent documents and inform the debtors of the assignment.

If Customer collects or otherwise utilises the claims assigned to us without being authorised to do so, we shall be entitled to the full amount collected or proceeds generated.

(5) Any processing or transformation of the purchased goods by Customer shall always be performed on our behalf. If the purchased goods are processed together with other items not belonging to us, we shall acquire co-ownership of the new product in proportion of the value of the purchased goods to the other processed items at the time of processing. Apart from that, the same applies to the new product created by processing as to the purchased goods delivered under reservation of title. The same applies if the purchased goods are inseparably mixed with other items not belonging to us.

(6) Upon request of Customer, we undertake to release the securities we are entitled to, insofar as their realisable value exceeds the claims to be secured by more than 20%; we shall be entitled to select the securities to be released.

#### **Sec. 10 Place of performance, place of jurisdiction, applicable law**

(1) The place of performance shall be our place of business.

(2) In business dealings with merchants, the place of jurisdiction for any disputes arising from the contractual relationship shall be our place of business; however, we shall also be entitled to bring legal action against Customer at his general place of jurisdiction.

(3) German law shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

(4) We hereby point out that we store Customer's data for the specific purpose of the contractual relationship.

#### **Special Terms and Conditions for Assembly**

##### **Sec. 1 Costs and risk**

(1) Where we are to take care of the assembly of the delivered items, this shall take place at Customer's expense and risk. Customer shall reimburse us for any expenses incurred as a result, including those for any overtime work and work on Sundays or public holidays. This shall also apply to any travelling and waiting times. This shall not apply only if a flat-rate price has been expressly agreed in writing.

##### **Sec. 2 Assembly deadline**

(1) Insofar as an assembly deadline has been expressly agreed, the observance of this deadline shall be subject to the prerequisite that Customer meets all obligations incumbent upon him.

(2) Our General Terms and Conditions of Business shall apply mutatis mutandis in respect of the extension of the assembly deadline as well as our liability in the event of default, subject to the proviso that the flat-rate compensation for default amounts to 2% of the anticipated assembly costs per week and that the maximum amount of compensation is limited to twice the anticipated assembly costs.

##### **Sec. 3 Substitute performance**

(1) Unless nothing to the contrary is agreed or required under the specific circumstances, we shall owe Customer only our performance and no particular performance success.

(2) In the event of alleged defects or any complaints regarding our performance, Customer shall, regardless of the legal nature of the contract, initially provide us with the opportunity to repair the defect within a reasonable deadline, unless repair is excluded or is unreasonable.

(3) Where we owe a particular performance success in exceptional cases, the provisions of our General Terms and Conditions shall apply mutatis mutandis in respect of Customer's rights.