

## §1 General

- (1) Our General Terms and Conditions of Business (GTC) apply solely to entrepreneurs within the meaning of Section 310 Par. 1 Sentence 1 of the German Civil Code (BGB) (hereinafter referred to as the Customer).
- (2) Our GTC apply exclusively; we do not recognise any terms and conditions of the Customer that conflict with or deviate from our GTC, unless we have expressly agreed to their validity in writing. Our GTC shall also apply if we carry out the delivery to our Customer without reservation, in the knowledge that the Customer's terms and conditions conflict with or deviate from our GTC.
- (3) Our GTC shall also apply to all future transactions with the Customer.

## §2 Offer - Offer documents - Conclusion of contract

- (1) The contract shall only be concluded following our order confirmation.
- (2) The documents that form part of the offer such as illustrations, drawings, weights, and dimensions are only approximate unless they are expressly designated as binding.
- (3) We reserve the property rights and copyrights to illustrations, cost estimates, drawings, calculations, samples, and other documents; they may not be made accessible to third parties. In particular, this applies to such written documents that are marked as „confidential“.

## §3 Prices

- (1) Unless otherwise stated in the order confirmation, our prices shall apply „ex works“, excluding packaging, which shall be invoiced separately. The prices stated in our order confirmation plus statutory value added tax shall be decisive.
- (2) The deduction of a discount requires separate written confirmation.
- (3) Unless otherwise stated in the order confirmation, the purchase price (without deduction) is payable within 14 days of the invoice date.
- (4) We reserve the right to change our prices accordingly if cost increases occur after conclusion of the contract, in particular owing to collective wage agreements or changes in the price of materials. We are obliged to proceed in the same way in the event of cost reductions. As soon as and insofar as they have occurred, we shall prove both cost reductions and cost increases to the Customer upon request and take them into account in the event of cost increases and in the case of cost reductions.
- (5) We are entitled to make a delivery in whole or in part only against advance payment at any time – also within the framework of an ongoing business relationship. A corresponding reservation shall be declared at the latest with the order confirmation.
- (6) If the Customer is in default of payment, we shall be entitled to demand statutory default interest. The assertion of further rights remains unaffected by this.

- (7) The Customer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognised by us. Furthermore, the Customer is entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

#### **§4 Delivery and shipping conditions**

- (1) Delivery shall be made by dispatch to the delivery address specified by the Customer.
- (2) The start of the delivery period stated by us requires the clarification of all technical questions.
- (3) Partial deliveries are permissible to the extent that they are reasonable for the Customer.
- (4) All delivery periods stated by us are to be regarded as approximate only and shall only be calculated from the day of complete clarification of the order. An obligation to comply with delivery periods shall only be assumed under the condition of an undisturbed manufacturing process at our premises or those of our subcontractors. The consequences of force majeure, official measures, transport difficulties, material defects as well as all unforeseen circumstances which considerably impede the manufacture or delivery of the object of purchase at our premises or those of our suppliers shall entitle us to withdraw from the contract and shall also give us the right to discontinue further deliveries without granting compensation and without any obligation to make subsequent deliveries.
- (5) If the Customer sets us a reasonable grace period after we are already in default, he shall be entitled to withdraw from the contract after the fruitless expiry of this grace period. The Customer shall only be entitled to claims for damages in lieu of performance in the amount of the foreseeable damage if the delay is due to intent or gross negligence; otherwise, the liability for damages shall be limited to 50% of the damage incurred. This limitation of liability shall not apply if a commercial transaction for a fixed date delivery has been agreed; the same shall apply if, due to the delay for which we are responsible, the Customer is entitled to claim immediate compensation for the damage instead of performance.
- (6) If the Customer is in default of acceptance or violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the object of sale shall also pass to the Customer at the time at which the Customer defaults in acceptance.

#### **§5 Transfer of risk**

The risk of accidental loss and accidental deterioration of the purchased goods shall pass to the Customer in the case of sale by delivery to a place other than the place of performance as soon as the purchased goods have been handed over to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.

#### **§6 Warranty for defects**

- (1) The Customer's warranty rights presuppose that the Customer has duly fulfilled his obligations to examine the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB).

- (2) To the extent that there is a defect in the purchased item for which we are responsible, we shall be entitled, at our discretion, to subsequent performance in the form of rectification of the defect or a replacement delivery. In the event of rectification of the defect, we shall be obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the purchased item was taken to a place other than the place stipulated in the contract.
- (3) Depending on the type of defect, generally speaking, subsequent performance shall be deemed to have failed after two unsuccessful attempts to remedy the defect (in relation to the specific defect). If the subsequent performance fails, the Customer shall, at its discretion, be entitled to declare withdrawal or to demand a corresponding reduction of the purchase price (abatement).
- (4) To the extent that nothing to the contrary is stated below (Paragraphs (5) and (6)), further claims of the Customer – irrespective of the legal grounds – are excluded. Thus, we are not liable for damage that has not occurred to the delivery item itself; especially, we are not liable for loss of profit or other financial losses of the Customer. Liability is also excluded for damage caused by improper handling and storage, defective operation or maintenance, the use of unsuitable operating materials, chemical or electronic influences, and normal wear and tear. Normal wear is to be assumed in particular in the case of wear and tear. In particular, wear parts are all seals, sealing elements, technical glasses, and sieves.
- (5) However, if the cause of damage is based on intent or gross negligence, we shall be liable in accordance with the statutory provisions. This shall also apply if the Customer claims damages instead of performance, due to the absence of a quality of the item guaranteed by us.
- (6) If we culpably violate an essential contractual obligation, liability shall be limited to the damage typical for the contract; else it shall be excluded in accordance with Par. 4. An „essential“ contractual obligation within the meaning of these GTC shall always be deemed to exist if we culpably breach such obligations on the proper fulfilment of which the Customer may rely because they characterise the contract.
- (7) The warranty period is twelve months, calculated from the transfer of risk.

## **§7 Joint and several liability**

- (1) Any further liability for damages than provided for in § 6 is excluded – regardless of the legal nature of the asserted claim.
- (2) The provision under Par. (1) does not apply to claims under §§ 1, 4 of the Product Liability Act. It shall also not apply if we are liable for bodily injury or damage to health on other legal grounds.
- (3) Unless a limitation of liability pursuant to § 6 Par. 4 applies in the case of claims arising from producer's liability pursuant to § 823 of the German Civil Code (BGB) for damage to property, our liability shall be limited to the compensation paid by the insurance company. Insofar as this does not occur or does not occur in full for reasons based on the internal relationship between us and the insurer (e.g. breach of obligations under insurance contract law), we ourselves shall be liable up to the amount of the sum insured.

- (4) The provision according to Paragraph (1) shall also not apply in the event of initial incapacity or impossibility for which we are responsible.
- (5) To the extent as our liability is excluded or limited, this shall also apply to the personal liability of our executive bodies, employees, workers, representatives and vicarious agents.

## **§8 Retention of title**

- (1) We reserve title to the object of sale until receipt of all payments under the contract. In the event of conduct by the Customer in breach of the contract, in particular in the event of default in payment, we shall be entitled to take back the object of sale. Our taking back of the object of sale does not constitute a withdrawal from the contract unless we have expressly declared this in writing. After taking back the object of sale, we shall be entitled to realise it; the realisation proceeds shall be credited against the Customer's liability – less reasonable realisation costs.
- (2) The Customer is obliged to treat the object of sale with care; in particular, he is obliged to insure it adequately at his own expense against damage by fire, water and theft at its replacement value.
- (3) In the event of seizures and other interventions by third parties, the Customer must inform us without delay so that we can take legal action in accordance with § 771 of the German Code of Civil Procedure (ZPO). If the Customer is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the Customer shall be liable for the loss incurred by us.
- (4) The processing or transformation of the object of sale by the Customer shall always be carried out for us. The Customer's expectant right to the object of sale shall continue to apply to the transformed object. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of our object of sale to the other processed objects at the time of processing. In all other respects, the same shall apply to the object created by the processing as to the object of sale delivered under reservation.
- (5) To secure our claims against the Customer, the Customer also assigns to us the claims accruing to him against a third party through the connection of the object of sale with a plot of land.
- (6) We undertake to release the securities to which we are entitled at the Customer's request insofar as the realisable value of our securities exceeds the claims to be secured by more than 50 %; it shall be our prerogative to select the securities to be released.

## **§9 Place of Jurisdiction and Applicable Law**

- (1) Our place of business is the place of jurisdiction; however, we are also entitled to sue the Customer at his general place of jurisdiction.
- (2) Unless otherwise stated in the order confirmation, our place of business shall be the place of performance.
- (3) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.