

## 1 General / Scope of application

- 1.1 Our General Terms and Conditions (terms and conditions of sale, delivery and payment) apply vis-à-vis entrepreneurs pursuant to section 14 of the German Civil Code [BGB].
- 1.2 Our General Terms and Conditions apply exclusively. We do not recognise terms and conditions of the Customer that conflict with or deviate from our General Terms and Conditions, unless we have expressly consented in writing to their application. Our terms and conditions shall apply even if we unconditionally carry out the delivery while being aware of the Customer's deviating terms and conditions. Any change in these conditions must be confirmed in writing by us to be valid. Only written orders are binding for us. Verbal side agreements must be confirmed in writing by us to be valid.
- 1.3 All documents or contract documents listed below form the basis of the contract. They apply in the following order of precedence. In case of discrepancies, the first listed document takes precedence over the document listed later. The documents apply in the following order of precedence:
  - a) the framework agreement in accordance with our order confirmation for the respective order,
  - b) the framework agreement in accordance with our order confirmation in the case of an individual order,
  - c) the order confirmation,
  - d) our underlying offer, and if not yet submitted, our current price list,
  - e) these General Terms and Conditions.
- 1.4 Unless expressly designated to be binding at the request of the Customer the records that form part of the offer, such as brochures, drawings, illustrations, weight and other particulars are only approximations and are not part of the contract. Due to ongoing technical development, intervening changes remain reserved.
- 1.5 Guarantees are provided by us only subject to special agreement. A reference to DIN standards serves only to describe the product description and does not constitute a guarantee.
- 1.6 If an official permit or licence is required for the performance of the contract, the Customer must obtain such permit or licence at their own expense.
- 1.7 If the Customer provides materials for further processing, the materials must be delivered free to our factory and must meet the required specifications for processing.

## 2 Prices and remuneration

- 2.1 Except when stated otherwise in the order confirmation, all prices are net prices in euros, excluding the value-added tax due on the date of delivery.
- 2.2 Unless otherwise provided for in the order confirmation, the costs for subsequent changes to the goods to be delivered will be invoiced separately.
- 2.3 Unless otherwise specified in the order confirmation, the prices/remuneration is immediately due for payment.
- 2.4 Unless otherwise stated in our order confirmation, our prices are always ex works.
- 2.5 The Customer may offset counterclaims only if the counterclaims have been established as final and binding by a court of law, are uncontested or have been acknowledged by us. The Customer may exercise a right of retention only if the claims are based on the same contractual relationship.

## 3 Shipping, packaging and delivery

- 3.1 The shipment of the ordered goods is always made at the expense and risk of the Customer, even in the case of paid-freight delivery. The packaging material will not be returned.
- 3.2 The delivery date provided by us is non-binding and is contingent on the clarification of all technical issues and on the Customer obtaining any required approvals as stipulated in para. (1) of these GTCs.
- 3.3 The transfer of risk in regard to the goods delivered by us is always ex works, even if other agreements on shipping, transportation or other supply conditions have been concluded by contract. This is especially true if we mention INCOTERMS clauses other than the EXW term in the terms and conditions of delivery. In these cases, too, the transfer of risk shall be ex works.

## 4 Retention of title

- 4.1 We reserve title to the goods delivered by us or works produced before until all claims that we currently have or will have in future against the Customer, including any current account balance claims, have been satisfied in full. The goods delivered by us or the work produced is hereinafter referred to as 'goods subject to retention of title'.
- 4.2 The Customer shall be entitled to process the reserved goods in the ordinary course of business and to sell them, as long as the Customer is not in default. Pledging of the goods or transferring ownership by way of security is not permitted.
- 4.3 If the goods are processed or remodelled by the Customer, this shall be done on our behalf as the manufacturer and we immediately acquire ownership of the new item. If the processing is made using materials of several owners, we acquire co-ownership of the newly created item in proportion to the value of the goods subject to retention of title to the value of the other processed items at the time of processing. In the event that we do not acquire such ownership, the Customer already now assigns already now their future ownership or co-ownership - at the aforementioned ratio - in the newly created to us by way of security. In all other matters, the terms applicable to the goods subject to retention of title shall apply to these new goods resulting from such processing.

If the goods are inseparably combined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item at the ratio of the value of the goods subject to retention of title to the value of the other connected or intermixed goods at the time of combination or mixing. If the goods subject to retention of title are combined with other items to form a single object or are inseparably mixed, and if one of the other items is to be considered as the main object, the Customer transfers already now, in so far as the main object belongs to the Customer, a prorated co-ownership share in the single object at the aforementioned ratio. In all other respects, the terms applicable to the goods subject to retention of title shall apply to these new goods resulting from such combination and intermixing.

- 4.4 In the case of a resale of the goods subject to retention of title, the Customer assigns already now the resulting claim or - in the case of co-ownership of the goods subject to retention of title - a prorated share in accordance with our co-ownership share to us. The same applies to other claims, which replace the goods subject to retention of title or otherwise arise with regard to the goods subject to retention of title, such as, for example, insurance claims or claims arising from acts in tort in the event of loss or destruction of the goods.

We hereby authorise the Customer to collect the claims assigned to us for their account in their own name. Our right to independently collect these claims is not affected; however, we will not assert these claims ourselves, and the direct debit authorisation will not be revoked, as long as the Customer meets their payment obligations.

If the Customer is in breach of contract, in particular, if the Customer is in default of payment, or if a motion to commence insolvency proceedings have been filed, we may require the Customer to provide us with a list of the claims and their respective debtors as assigned above and notify the latter of said assignment, and furthermore, to submit to us all records and provide us with all information that may be required to assert said claims.

- 4.5 If third parties lay claim to the goods subject to retention of title, in particular through a seizure of assets, the Customer will inform them without undue delay of our ownership and inform the us thereof in order to enable us to enforce our rights of ownership. If the third party is unable to reimburse us for any judicial or extrajudicial costs incurred in this connection, the Customer will be liable for the costs.
- 4.6 We undertake to release all securities to which we are entitled at the request of the Customer, provided that the realisable value of the securities exceeds the value of the secured claims by more than 10 %; We may select the securities to be released at our discretion.
- 4.7 In the event of a cancellation of the contract on our part due to a breach of contract, especially payment arrears, we are entitled to reclaim the goods subject to retention of title.

## 5 Warranty

- 5.1 If the contract is for the delivery of movables to be manufactured or produced by us, section 651 of the German Civil Code [BGB] shall apply subject to the limitation that in the case of a physical defect, we shall have the right, in deviation from section 439, to choose between rectification of the defect and delivery of non-defective substitute.
- 5.2 If the contract is only for the delivery of movables to be manufactured or produced by us, which are used according to their customary purpose for a building and have caused this building to be defective, our warranty period shall be two years, starting with the delivery of the goods to the Customer.
- 5.3 In all other cases, a warranty period of one year, beginning with the delivery of the goods to the Customer, is deemed to apply to all items that are the subject of a sales contract.
- 5.4 In cases where claims are asserted against the Customer in terms of a warranty in accordance with the provisions on a consumer goods sales transaction (section 474 BGB), the following shall apply to our recourse liability pursuant to section 478 BGB:

The Customer's claims for payment of damages are limited to cases in which the defectiveness of the goods supplied by us is based on intent; in all other respects, claims for damages by way of recourse are excluded in accordance with section 478 BGB. If the Customer is in breach of an inspection or notification duty incumbent on the Customer pursuant to section 377 of the German Commercial Code [HGB], all other rights of recourse pursuant to section 478 BGB are excluded likewise.

- 5.5 In the event of a merely negligent breach of duty on our part or persons used by us to fulfil our obligations, our liability towards the Customer is limited to the foreseeable damage typically associated with this type of contract.

## 6 Place of jurisdiction/Choice of law

- 6.4 If the Customer is a merchant within the meaning of sections 1 to 6 HGB, or if the Customer is a legal entity under public law or a public special fund, the place of jurisdiction shall follow our registered office. However, we are entitled to file action against the Customer also at the court of his/her place of residence.
- 6.5 Only the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG), shall apply to the mutual legal relationship.

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