

§ 1 General, scope, offer and conclusion of contract

- (1) Our agreements, deliveries, services and offers are subject exclusively to these terms and conditions. We do not recognise terms to the contrary or terms demanded by the customer which deviate from our terms and conditions, unless we have agreed to their validity in writing. Our terms and conditions also apply if, aware of conflicting or deviating terms and conditions of the customer, we carry out delivery unconditionally.
- (2) Our business terms and conditions, published principally on our home page, apply in their current version for our current commercial relationships.
- (3) The invalidity of individual provisions shall not affect the validity of the remaining provisions; the same applies if individual provisions are not applied. All agreements made between us and the customer for the execution of the contract are set forth in writing in this contract.
- (4) If an order of the customer qualifies as an offer in accordance with BGB § 145, we can accept it within 2 weeks.
- (5) A contract is made only upon acceptance by confirmation in writing or by delivery without order confirmation.

§ 2 Dimensions, weights, designs and any changes thereto

- (1) Drawings, illustrations, dimensions, weights or other performance data are only binding if expressly agreed in writing. The dimensions and weights quoted by us are non-binding guidelines.
- (2) We reserve the right to make changes in dimensions, weights and designs insofar as there is just cause and the changes are reasonable for the customer. However, we are obliged to make such changes to products already delivered.

§ 3 Reservation of proprietary rights

- (1) Until full payment of our invoices and compensation for other existing claims arising from the purchase or supply contract, we reserve title to the goods. This also applies if it belongs to plant, but is exchangeable. In the case of breach of contract by the customer, especially in payment arrears, we are entitled to recover the goods. The recovery of the goods by us is a withdrawal from the contract.
- (2) In the case of seizure of the goods or other interventions by third parties the customer is to inform us in writing without delay so that we can bring an action pursuant to § 771 ZPO. If the third party is unable to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for any loss incurred by us.
- (3) The customer is entitled to sell the goods on in the ordinary course of business; he herewith already assigns to us, however, all claims resulting from the resale that he has against his customers or third parties, regardless of whether the goods have been resold without or after processing. The customer remains, even after the assignment, authorized to collect this claim. Our authority to collect this claim ourselves remains unaffected. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the collected proceeds, is not in payment arrears and in particular no application for the opening of insolvency proceedings is filed or payments are suspended. If this is the case, we can demand that the customer informs us of the assigned claims and their debtors, provides us with all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
- (4) If the goods are inseparably combined with or bound to other foreign items, we acquire co-ownership of the new item in the proportion of the value of the goods to the other processed items at the time of the combination.

§ 4 Transfer of risk

- (1) Unless the order confirmation states otherwise, delivery is agreed "ex works", ie, the risk passes to the customer as soon as the goods have been handed over to the person performing the transportation or have left our warehouse for the purposes of shipment.
- (2) We will cover delivery with transport insurance at the customer's express wish; the costs shall be borne by the customer.

§ 5 Time of delivery/performance, delay of acceptance/delivery

- (1) The contractually agreed delivery times and terms of delivery apply. Delivery times and terms of delivery are only binding if expressly agreed in writing and subject to correct and timely delivery to us.
- (2) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to demand compensation for the damages in so far incurred, including any additional expenses. Further claims are reserved.
- (3) If the parties to a delivery or shipment of the goods have not agreed, and the customer is in default of acceptance, the risk of accidental loss or of accidental degradation of the item purchased transfers to the customer at the point at which the customer has become overdue in accepting them.

§ 6 Prices and payment methods

- (1) Unless not otherwise provided in the order confirmation, our prices are "ex works" excluding packaging and shipping. These will be invoiced separately.
- (2) We reserve the right to change our prices accordingly if there are any reductions or increases in costs after conclusion of the contract, in particular owing to collective wage agreements or changes in prices of materials. We will provide evidence of these changes to the customer upon request.
- (3) The statutory VAT is not included in our prices; it will be stated separately in the invoice at the legal rate on the day the invoice is issued.
- (4) The deduction of discounts, rebates or discounts require a special written agreement.
- (5) Unless the order confirmation or other agreements state otherwise, the invoices are payable in full upon receipt of the invoice.
- (6) We are entitled to demand partial payments for partial deliveries and partial services. The invoices for the partial payments are payable in full upon receipt of the invoice.
- (7) In case of delay of payment by the customer, the statutory provisions shall apply. The assertion of further claims for damages due to delay remains unaffected.
- (8) If the ownership or legal form of the company of the customer changes or if we become aware of circumstances that cast doubt upon the credit quality of the customer, which thus compromise the security of the receivables, in particular if a cheque may not be redeemed, the customer stops making payments or does not comply with agreed payment dates, we can demand the immediate payment of all receivables and make deliveries or services on our part depend on advance payments or the provision of security.
- (9) The right to set-off, retention and reduction is available to the customer only if his counterclaim is conclusively determined, uncontested or recognised by us, even where deficiency complaints or counterclaims are being made.

§ 7 Warranty

- (1) Deficiency claims of the customer assume that he has properly met the obligations of examination and reproof according to § 377 HGB (section 377 of the German Commercial Code). If the goods are defective, we alone have the right to choose between removal of the defect and delivery of a defect-free part in order to remedy the defect. In the case of removal of the defect, we are obliged to bear all the costs necessary for the purpose of remedying the defect, in particular transport, travel, labour and material costs, to the extent that such costs have not been increased by the fact that the goods were moved to a location other than the place of performance.
- (2) The customer has the right to reduce or to withdraw from the contract if subsequent performance is unsuccessful. Subsequent performance is considered unsuccessful if we have twice tried unsuccessfully to remedy the defect.
- (3) The limitation period for any claims arising from defects shall be 12 months, calculated from the date of delivery, to the extent not otherwise required by the Consumer Goods Purchase law (§ 475 of the BGB [German Civil Code]).

§ 8 Liability

- (1) We are liable according to the statutory provisions only if the customer claims damages based on intentional or grossly negligent conduct on our part or on the part of our representatives or our accomplices or performing accomplices.
- (2) Liability for damages is limited in each case to the foreseeable and typically occurring damage.
- (3) Liability for culpable injury to life, limb or health, as well as liability under the Product Liability Act, shall remain unaffected.
- (4) Insofar as not otherwise agreed, liability is excluded.

§ 9 Place of performance, place of jurisdiction and final provisions

- (1) Unless the order confirmation states otherwise, the location of our registered office is the place of performance.
- (2) The place of jurisdiction for all disputes arising from the contractual relationship is the location of our registered office, to the extent another jurisdiction is not absolutely specified by law; we shall be entitled, however, to sue the customer also at his place of residence or jurisdiction.
- (3) The law of the Federal Republic of Germany is applicable; the UN Sales Convention does not apply.