

§ 1 Scope of Application

- (1) The General Terms and Conditions of Sale (in the following referred to as "GTCS") stipulated in this agreement apply to all business relationships and transactions with our customers ("Purchasers"). Our sales terms and conditions are only applicable to enterprises, legal entities subject to public law and to separate estates subject to public law in accordance with § 310 paragraph 1 of German Civil Code (BGB).
- (2) Our terms of delivery apply exclusively. Any varying, contradictory or additional general terms and conditions of the Purchaser will only be admitted as valid contractual items in such case that we have explicitly expressed our agreement in written form. This requirement for written agreement is valid in every case, even if, for example, the Purchaser refers to his own general terms and conditions in the course of confirming an order, and we do not expressly raise objection to this.
- (3) The General Terms and Conditions of Sale apply, in particular, to contracts regarding the sale and/or the delivery of moveable objects ("goods"), regardless of whether we have manufactured the goods ourselves or have purchased the goods from sub-suppliers (§§ 433, 650 BGB). In such case that no other agreement has been reached, the GTCS shall apply that are valid at the point of time when the purchase order is placed by the Purchaser or that have recently been stipulated in text form as a framework agreement that shall also be valid for future contracts, without any requirement for us to point this out explicitly in every individual case.
- (4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and specifications in the purchase orders take precedence over the GTCS. In such case that there is any doubt about the applicable trade terms, reference shall be made to the Incoterms® published by the International Chamber of Commerce (ICC) in Paris when the valid contract is concluded.
- (5) Legally relevant declarations and notifications from the Purchaser that refer to the contract (e.g. periods of notice, payment reminders, withdrawal) have to be submitted in writing. In accordance with these GTCS, written form includes hand-written form and printed or electronic form (e.g. letter, email, telefax). Regulations regarding legally-correct form and provision of evidence, in particular in case of doubt about the legitimacy of the declaring party, remain unaffected.
- (6) Any references to the validity of legal regulations are only for the sake of clarity. Even without such a clarifying reference, all applicable legal regulations are valid, unless they are specifically amended or expressly excluded in these GTCS.

§ 2 Contract Conclusion, Offer and Acceptance

- (1) Our offers (quotations) are without engagement and non-binding, unless expressly indicated or agreed otherwise. This also applies if we have provided the Purchaser with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents – also in electronic form – for which we reserve our rights of ownership and copyright.
- (2) The purchase order placed by the Purchaser is deemed to be a binding contractual offer. Unless otherwise stipulated in the purchase order, we are entitled to accept this contractual offer within two weeks of receipt. The Purchaser is bound to the terms of his offer for a period of two weeks.
- (3) Acceptance of the contractual offer can be indicated either in writing (e.g. in the form of an order acknowledgement) or by delivery of the goods to the Purchaser.

§ 3 Price and Payment

- (1) Our prices are quoted ex-works plus any applicable VAT (sales tax), unless otherwise agreed in an individual case. The prices are determined on the basis of our overall price list valid on the day of delivery.
- (2) The Purchaser shall bear the cost of postage and packaging in addition to any transport insurance requested by the Purchaser in case the goods are to be shipped. Any customs duty, fees, taxes and other amounts due to public offices are borne by the Purchaser. In such case that value-added tax (sales tax), freight charges and customs duty are included in the price, any increases or decreases in these amounts will be passed on to the Purchaser. Should there be an increase in the costs of raw materials or auxiliary materials or labour costs, we are entitled to pass on these costs to the Purchaser, unless these cost increases can be directly attributed to us.
- (3) Settlement of our invoices is due within 20 days from issue of invoice and delivery, in euros and without deductions. The Purchaser has to pay the agreed price in euros, regardless of any changes in the value of the euro in comparison to any other currency (exchange rate fluctuations). Cheques are only deemed to payment once they have been cashed. If payment has not been made by the due date, the Purchaser is then in default, and we are entitled to charge interest due to delayed delivery as legally stipulated, without the necessity to send a payment reminder. Our right to seek further compensation in the case of default (delayed delivery) remains unaffected. However, even in the course of an existing business relationship, we are entitled, at any time, to perform delivery completely or partially upon receipt of payment in advance. We will specify such a requirement at the latest in the order acknowledgement. With regard to traders of any kind, our entitlement to charge interest on overdue payments in keeping with commercial law (§ 353 HGB) remains unaffected.
- (4) The Purchaser cannot apply any right to withhold goods or services or offset payments due to counter-demands. This does not apply in the case of undisputed or legally-recognised counter-claims. For defects of delivery, the counter-rights of the Purchaser remain unaffected.
- (5) If it becomes evident after the conclusion of the contract (e.g. because the Purchaser has filed for insolvency proceedings or because payment is overdue by more than four weeks) that our right to receive payment of the purchase price may not be honoured due to the Purchaser's lack of solvency, then we are entitled – after a demand for matching payment to delivery, and, if required, having given appropriate notice – to withdraw from the contract (§ 321 BGB) or to demand collateral (security) to the value of the outstanding amounts, in accordance with legal regulations governing refusal or inability to perform services. In the case of contracts for the manufacture of non-fungible goods (production of bespoke items), we can declare our withdrawal with immediate effect; legal regulations governing the dispensability of setting a notice period remain unaffected.

§ 4 Delivery, Performance, Transfer of Risk, Customer Acceptance, Default of Acceptance

- (1) Place of delivery and place of fulfilment is our place of business (business headquarters). This is also the place of fulfilment of any subsequent fulfilment. On request and at the expense of the Purchaser, the goods will be sent to a different defined location (sales shipment). Unless otherwise agreed, we are entitled to deter-

mine the means of shipment ourselves (especially the forwarders/carriers, the method of shipment and the packaging).

- (2) The risk of accidental loss or damage to the goods is transferred to the Purchaser at the latest when the goods are handed over. In such case that shipment has been agreed, the risk of accidental loss or damage to the goods, as well as the risk of delay, passes to the Purchaser upon handover of the goods to the forwarder, carrier or any other person or entity commissioned with the task of executing the shipment. Should it be the case that a customer acceptance check has been agreed, this is deemed to be decisive for the transfer of risk. The applicable legal regulations for goods and services still apply in the case of customer acceptance. If the Purchaser has defaulted in acceptance, this is deemed equivalent to handover and customer acceptance.
- (3) In the case of default in acceptance, failure to cooperate or delay in delivery due to other reasons attributable to the Purchaser, we are entitled to demand damages (financial compensation) for the harm caused, including additional expenses (e.g. storage costs). As long as the Purchaser continues to default on acceptance, we are only liable in case of intent or gross negligence, in derogation from § 7 of these terms and conditions of sale.

§ 5 Delivery Period and Delay in Delivery

- (1) The delivery period is agreed in each individual case or is determined by us upon acceptance of the purchase order. Any delivery periods proposed by us for goods or services only apply as approximations, unless anything else has been expressly agreed. In such case that shipment has been agreed, all delivery periods and delivery dates/times refer to the point of time that the goods are handed over to the forwarder, the carrier or any other third party commissioned with the task of transportation.
- (2) In such case that we cannot adhere to binding delivery periods due to reasons not attributable to us (non-availability of performance), we will notify the Purchaser of this fact without delay, whilst at the same time informing him of the new expected delivery period. If performance is still not available within the newly-defined delivery period, we are entitled to withdraw from the contract completely or partially; any previously-remitted payments for goods or service will be refunded to the Purchaser without delay. A particular case of non-availability of performance in this sense applies when sub-suppliers fail to perform on-time delivery to us, if we have concluded a congruent coverage transaction, if neither we nor our suppliers are at fault or if we are not obliged to make procurement in individual case.
- (3) Partial deliveries are allowed if they are usable for the Purchaser for the purposes defined in the contract, the delivery of the remaining goods is assured, and the purchase does not incur any additional costs due to said partial delivery. Duty to delivery is deemed to be properly fulfilled if the delivery is performed within the quality and quantity tolerances generally accepted in the line of business concerned. On-time and proper fulfilment of contractual obligations by the Purchaser is prerequisite to our adherence to our delivery obligations. Our obligation to deliver is dependent on adherence to on-time delivery by our sub-suppliers.
- (4) Delay in delivery (default) is determined in accordance with legal regulations. In every case, the Purchaser is required to send a reminder.
- (5) The rights of the Purchaser in case of defect in delivery and our legal rights, in particular in case of suspension of delivery obligations (e.g. due to performance and/or subsequent fulfilment being impossible or unreasonable), remain unaffected.

§ 6 Reservation of Ownership

- (1) We reserve ownership of the objects of delivery until the purchase price has been paid in full, including all ancillary costs. Reservation of ownership also extends to the recognised account balance in such case that we book amounts receivables from the Purchaser to current account (current account reservation). Reservation of ownership also extends to existing and future amounts receivable arising from business transactions with the Purchaser.
- (2) The goods subject to reservation of ownership are not allowed to be pledged to a third party or used as agreed collateral until the Purchaser has paid in full all amounts payable to us. The Purchaser has to notify us in writing and without delay if filing has been made for insolvency proceedings or if a third party (e.g. as a seizure) claims access to the goods that belong to us. The Purchaser bears the costs of any third party proceedings.
- (3) Should the Purchaser behave in contrary to the contract, especially in case of failure to pay the due purchase price, we are entitled to withdraw from the contract and/or to demand return of the goods on the basis of our reservation of ownership, in accordance with legal regulations. A demand to return goods to our possession does not, in itself, correspond to a declaration of withdrawal; we are far more entitled to demand return of the goods whilst at the same time reserving our right of withdrawal. If the Purchaser fails to pay the due purchase price, we are only allowed to exercise these rights if we have previously set the Purchaser an appropriate deadline to pay and this has not been successful, or if the setting of such a deadline is unnecessary in accordance with legal regulations.
- (4) The Purchaser is until further notice, and subject to the stipulation (c) below, allowed to resell and/or process the goods subject to our reservation of ownership in the course of his properly-conducted business. In such case, the following stipulations apply in addition to the other stipulations of this agreement.
 - (a) Our reservation of ownership extends to products that are created by processing, mixing or attaching our goods, to their full value in such case that we have valid status as the manufacturer. Should it be that the right of ownership of a third party still remains after the processing, mixing or attaching of our goods with the goods of the third party, then we acquire co-ownership in proportion to the relative book value of the processed, mixed or attached goods. In case the part of the Purchaser is deemed to be the main part, it is taken as agreed that the Purchaser transfers co-ownership to us. In addition, the same applies to products created using our goods as applies to goods delivered with reservation of ownership.
 - (b) As collateral to secure our entitlement as co-owners, the Purchaser is to transfer to us amounts receivable (including VAT) from third parties for the resale of the goods or the products of the goods immediately and in full or in

proportion to our share of co-ownership in accordance with the previous paragraph. This transfer also applies to the balance of receivables from the customer of the Purchaser at the end of an invoicing period, in such case that the Purchaser has recorded the receivables in a current account relationship with his customer. We will accept the transferred amount. The obligations of the Purchaser stipulated in paragraph 2 also apply with regard to transferred receivables.

(c) The Purchaser remains empowered, alongside us, to collect payment of the receivable amount. We undertake not to collect payment of the receivable amount as long as the Purchaser fulfils his payment obligations to us, there is no indication of lack of solvency (see § 3 para. 5 of these GTCS) and we do not assert our reservation of ownership by exercising our rights in accordance with paragraph 3. If, however, it is the case that one of these conditions applies, then we can demand that the Purchaser makes known to us the transferred receivables and their debtor, provides us with all necessary information for a direct debit, hands over to us all the corresponding documents and notifies the debtor (third party) of this transfer arrangement. In addition, we are entitled in this case to withdraw the Purchaser's authorisation to resell and process the goods subject to our reservation of ownership.

(d) If the realisable value of the assets held as collateral exceeds the value of our outstanding receivables by more than 10%, we will release collateral of our choice when requested to do so by the Purchaser.

§ 7 Defects Claims from the Purchaser

- (1) The rights of the Purchaser to raise claims due to quality defects and defects of title (including incorrect and insufficient delivery as well as improper assembly/installation or inadequate instructions) are governed by the applicable legal regulations, unless otherwise determined in the following stipulations. In all cases, all special legal regulations regarding compensation of expenses in connection with the final delivery of newly-manufactured goods to an end user (supplier recourse in accordance with §§ 478, 445a, 445b BGB) remain unaffected, unless (e.g. within the framework of a quality assurance agreement) a settlement of equal value has been agreed.
- (2) The basis of our liability for defects is, first and foremost, the agreement reached about the condition and quality as well as the assumed usage of the goods (including accessories and instructions). An agreement on the condition and quality of the goods, in this sense, means all product descriptions and product details provided by the manufacturer that are objects of individual contracts or have been made known by us (especially in catalogues or on our website) at the point of time that the contract was concluded. If the condition and quality has not been specifically agreed, applicable legal regulations shall be applied to assess whether a defect is present or not (§ 434 para. 3 BGB). Any statements made by the manufacturer or on his behalf, particularly in advertisements or on the label, take precedence over any statements made by third parties.
- (3) The delivery is deemed to have been performed without defect if it has been performed within the tolerances in quality and dimensions that are generally accepted in the particular line of business (common practice). In addition, the suitability of the goods for the particular intended usage has to be checked and/or tested by the Purchaser as he sees fit. A guarantee of condition, quality or durability only exists if this has been expressly agreed in writing. The description of our goods does not represent any kind of guarantee; this also applies, in particular, to any information provided on our website.
- (4) Under no circumstances are we liable for any defects that are known to the Purchaser upon contract conclusion or that he is not aware of due to his own gross negligence (§442 BGB). In addition, it is prerequisite to any defects claim raised by the Purchaser that he has previously fulfilled his obligations to investigate and notify (§§ 377, 381 BGB). In the case of building materials and other goods intended for installation or any form of processing, an investigation has to take place in any case directly before this installation or processing. If a defect becomes apparent upon delivery, upon investigation or at any other later point of time, this has to be reported to us in writing and without delay. If we deliver a drawing of the item in advance of delivery, the following applies: with respect to the item having a quality defect that was already foreseeable in the drawing, the Purchaser is only entitled to raise a claim if he notifies us immediately and in writing of the foreseeable defect in the drawing. In case of a hidden foreseeable defect, the Purchaser has to report the defect in writing immediately after detection of the defect. If the Purchaser fails to perform proper investigation or notification of defect, we bear no liability, in accordance with legal regulations, for the defect that has not been reported, has not been reported on time or has not been reported properly. In the case of goods intended for mounting, application or installation, this also applies if the defect only becomes apparent after this processing because one of the previously-mentioned obligations was not adhered to; in this case, the Purchaser has, in particular, no entitlement to raise a claim for compensation of costs incurred (removal and installation costs).
- (5) Furthermore, any guarantee or warranty becomes invalid if the Purchaser, without our consent, alters the object of delivery, or has it altered by a third party, and as result of this, correction of the defect is impossible or unreasonably difficult. In any case, the Purchaser has to bear any additional costs that are incurred for correction of the defect that result from the alteration.
- (6) If the delivered item is defective, we can initially choose to perform either subsequent fulfilment by correcting the defect (reworking) or by delivering a defect-free item (replacement). If the chosen means of subsequent fulfilment is unreasonable for the Purchaser in an individual case, he can reject this. Our right to refuse to perform subsequent fulfilment, in conformance with legal prerequisites, remains unaffected.
- (7) We are entitled to make the subsequent fulfilment we owe to the Purchaser dependent on the Purchaser paying the due purchase price. The Purchaser is, however, entitled to withhold an appropriate part of the purchase price in proportion to the defect.
- (8) The Purchaser has to give us the time and opportunity required to perform the necessary subsequent fulfilment, in particular to hand over the reworked item(s) for the purposes of inspection and/or testing. In the case of a replacement delivery, the Purchaser is required to return the defective item(s) to us on request, in accordance with legal regulations; the Purchaser, however, does not have any right of return. Subsequent fulfilment does not include the mounting, application or installation of a defect-free item unless we were originally obliged to perform such a task. The Purchaser's right to raise a claim for compensation of any resulting costs (removal and installation) remain unaffected.
- (9) If a defect does indeed exist, we will, in accordance with legal regulations and the stipulations of this GTCS, bear or reimburse costs incurred for the purposes of inspection/testing and subsequent fulfilment, in particular transportation, travel, labour

and material costs, as well as the costs of any necessary removal and installation of parts. Otherwise, we can demand compensation from the Purchaser for expenses incurred due to an unjustified claim for the correction of a defect, if the Purchaser knew, or didn't know due to gross negligence, that no defect actually exists.

- (10) In urgent cases, e.g. a risk to health and safety in the workplace or prevention of disproportionate damage, the Purchaser is entitled to correct the defect himself and to claim compensation from us for reasonable expenses he has incurred to make this correction. We must be notified without delay, if possible in advance, of such a rectification by the Purchaser. The Purchaser has no right to rectify the defect himself if we would be entitled to refuse a corresponding subsequent fulfilment in accordance with legal regulations.
- (11) If an appropriate notice period set by the Purchaser for the subsequent fulfilment has expired without successful fulfilment or is not necessary in accordance with legal regulations, then the Purchaser can, in accordance with legal regulations, withdraw from the purchase contract or reduce the purchase price. However, no right of withdrawal from the contract exists in the case of an insignificant defect.
- (12) The Purchaser is only entitled to raise claims for damages (financial compensation) or for compensation of expenses incurred in the case of defects in accordance with § 8 and not in any other case.
- (13) In the individual case that it has been agreed with the Purchaser to make delivery of used items, all forms of guarantee or warranty for physical defects are excluded.

§ 8 Other Liability

- (1) In any such case that these GTCS, including all following stipulations, do not state anything to the contrary, we bear liability in accordance with applicable legal regulations should we fail to adhere to our contractual and non-contractual obligations.
- (2) We are liable to pay damages (compensation) – on any legitimate legal grounds – in case of intent or gross negligence on our part. In cases of simple negligence, we are only liable, subject to legal limitations of liability (e.g. due care and diligence in our own affairs, inconsiderable breach of duty), for:
 - a) damage or harm resulting from loss of life, physical injuries or health impairment,
 - b) damage or harm resulting from failure to fulfil a significant contractual obligation (an obligation whereby fulfilment is essential to facilitate proper execution of the contract and contractual partners have consistently been aware and had confidence that this obligation is adhered to); in such a case, however, our liability is limited to compensation for foreseeable, typically-occurring damage or harm.
- (3) The limitations of liability stipulated in paragraph 2 also apply to third parties and failure to fulfil an obligation by persons (even when acting in their own favour) whose actions we are held liable for in accordance with applicable legal regulations. They do not apply in such case that a defect has been fraudulently concealed or a guarantee of the condition and quality of the goods has been provided, or in case of claims raised by the Purchaser in accordance with product liability law.
- (4) In the case of a breach of duty that does not involve a defect, the Purchaser can only withdraw from the contract or terminate the contract if we are responsible for the breach of duty. An unrestricted right of termination by the Purchaser (in particular in accordance with §§ 650, 648 BGB) is excluded. In addition, all relevant legal prerequisites and legal consequences apply.

§ 9 Period of Limitation

- (1) In departure to §438 para. 1 no. 3 BGB, the general period of limitation for claims resulting from quality defects and defects of title is defined as one year from the point of time that the goods are delivered. If a customer acceptance check has been agreed, then the period of limitation begins upon customer acceptance.
- (2) If the object of delivery is a structure or an item that has been used for a structure in accordance with its intended purpose and this has caused defectiveness of this structure (building materials), then the period of limitation, in accordance with legal regulations, is set to be five years from delivery (§438 para. 1 no. 2 BGB). Any other applicable legal regulations regarding periods of limitation (especially § 438 para. 1 no. 1, para. 3, §§ 444,445b BGB) remain unaffected.
- (3) The given periods of limitation for sales and purchase rights are also applicable to contractual and non-contractual claims for damages (financial compensation) raised by the Purchaser with regard to the goods sold having quality defects, unless application of the statutory period of limitation (§§ 195, 199 BGB) would lead to a shorter period of limitation in an individual case. Claims for damages (financial compensation) raised by the Purchaser in accordance with § 8 para. 2.1 and 2.2(a) or in accordance with product liability law are exclusively subject to statutory periods of limitation in accordance with German law.

§ 10 Severability Clause, Choice of Law and Place of Jurisdiction

- (1) Should any stipulation of this agreement be deemed ineffective or invalid, the effectiveness and validity of all other stipulations is not affected.
- (2) This agreement is governed by and subject to German law. UN sales law (The United Nations Convention on Contracts for the International Sale of Goods) is not applicable.
- (3) The place of jurisdiction is our place of business; we nevertheless have the right to bring legal action (sue for damages) against the supplier at his place of residence or his place of business. Any overriding legal regulations, in particular regarding exclusive competence or jurisdiction, remain unaffected.