

General Terms and Conditions of Sale and Delivery

Our German version of the General Terms and Conditions shall apply exclusively. To the best of our knowledge and belief, our GTC in German have been translated into English by a professional translation agency for our international customers exclusively for better understanding.

1. Validity of the conditions

1.1 We sell and deliver exclusively on the following terms and conditions of sale and delivery, which form the basis of all our offers and agreements. They shall be deemed to have been expressly agreed by placing the order or accepting our delivery, even if they have not been expressly agreed again. Deviations, in particular oral subsidiary agreements, shall only apply if they are confirmed by us in writing.

1.2 Deviating conditions of the client are not binding for us. Counter-confirmations of the client with reference to his terms and conditions of business or purchase are hereby rejected. Deviations from our terms and conditions shall only become part of the contract if we have expressly acknowledged and confirmed them in writing.

1.3. All our offers are subject to change without notice and are non-binding, unless the binding nature of the offer is expressly confirmed by us in writing. Declarations of acceptance by the client as well as all orders or contracts require our confirmation in text form in order to be legally effective. Our order confirmation in text form is exclusively authoritative for the content of the contract. This also applies to supplements, amendments and all other ancillary agreements. Drawings, illustrations, dimensions, weights or other performance data as well as the assurance of properties are only binding for us if this is expressly agreed in text form.

1.4. These Terms and Conditions of Sale and Delivery shall also apply to all future transactions with the customer, insofar as legal transactions of a related nature are concerned.

2. Delivery and performance time

2.1 Delivery dates or delivery periods, which can be agreed both bindingly and non-bindingly, must be in text form in order to be effective. An agreed delivery period shall commence on the day on which agreement on the order is reached between us and the customer in text form, but not before the customer has provided the documents, approvals, releases to be obtained and before receipt of any agreed advance payment. In the event of subsequent changes to the contract, an originally agreed delivery date shall no longer apply; a new delivery date or a new delivery period must then be agreed.

2.2. The delivery period shall be deemed to have been complied with if the delivery item has left the factory or the customer has been notified of readiness for dispatch by the time the delivery period expires. Partial deliveries and partial services are permitted at any time and may be invoiced by us immediately.

2.3 We are not responsible for delays in delivery and performance due to force majeure and due to events which make delivery considerably more difficult or impossible for us – these include in particular strikes, lock-outs, official orders, etc., even if they occur at our suppliers or their sub-suppliers – even in the case of bindingly agreed deadlines and dates. They entitle us to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part because of the part not yet fulfilled. If the delivery time is extended or if we are released from our obligations, the client cannot derive any claims for damages against us from this.

2.4 In the event of delay or impossibility of performance for which we are responsible, the rights of the customer shall be limited to withdrawing from the contract in accordance with the statutory provisions.

2.5 If the client is in default of acceptance for more than ten working days, we are entitled to withdraw from the contract without further reminder. Furthermore, we are entitled to claim a lump-sum compensation of 30% of the value of the goods in addition to the reimbursement of the transport and ancillary costs and subject to further claims for damages, unless the client provides evidence that no damage or significantly less damage than the lump sum has been incurred.

2.6 We expressly reserve the right to make changes and deviations to the delivery item due to design and development, provided that these changes are not of a fundamental nature and the contractual purpose is not affected. However, we are not obliged to make such changes to products that have already been delivered.

2.7 The documents belonging to our offer, such as illustrations, drawings, weights and dimensions, are only approximate unless they are expressly designated by us as binding. This also applies to other technical specifications and descriptions of the delivery item. Deviations in dimensions, weight and goodness are permissible in any case according to German industrial standards or the applicable rules.

2.8 In the case of assembly work, the client shall ensure that assembly can begin immediately at the agreed time without interruption and that the necessary preparations have already been made.

3. Dispatch, packaging and transfer of risk

3.1 If the goods are sent to the client as agreed or at the client's request, the risk of accidental loss and accidental deterioration of the goods shall pass to the client upon delivery to our shipping agent, but at the latest when the goods leave the works or the warehouse, irrespective of whether the shipment is made from the place of performance and who bears the freight costs. If the goods are ready for dispatch and the dispatch or acceptance is delayed for reasons for which we are not responsible, the risk shall pass to the client upon receipt of the notification of readiness for dispatch.

3.2 We shall effect dispatch and packaging at our best discretion, but shall not be liable for the cheapest possible packaging and freight. The unobjected acceptance of the goods by the forwarder, carrier or consignor shall be sufficient proof of faultless packaging. Disposable packaging will be charged at a favourable price and will not be taken back.

3.3 Goods notified as ready for dispatch must be called off immediately, otherwise we are entitled to store them at our discretion at the expense and risk of the client and to invoice them as delivered ex works.

3.4 In the case of delivery contracts with continuous delivery, call-offs and corresponding grade classification for approximately equal monthly quantities are to be submitted to us. If the customer does not allocate or call off the goods in time, we shall be entitled to allocate and deliver the goods ourselves, or to withdraw from the outstanding part of the delivery contract or to claim damages for non-fulfilment after setting a grace period to no avail.

4. Liability

In all cases in which the supplier, in derogation of the following terms and conditions, is obliged to pay damages or reimbursement of expenses on the basis of contractual or statutory bases for claims, he shall only be liable to the extent that he, his executive employees or vicarious agents are guilty of intent, gross negligence or injury to life, limb or health. Liability in accordance with the Product Liability Act remains unaffected. Liability for the culpable breach of essential contractual obligations shall also remain unaffected; however, liability in this respect shall be limited to the foreseeable damage typical of the contract except in the cases of sentence 1.

A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

5. Warranty

5.1 The quality and performance of the products shall be determined by the samples which the supplier shall submit to the customer for testing upon request. The reference to technical standards serves to describe the performance and is not to be understood as a guarantee of quality.

5.2 If the supplier has advised the customer outside the scope of his contractual performance, he shall only be liable for the functionality and suitability of the delivery item if he has given express prior assurance.

5.3 Defects must be asserted in text form without delay. In the case of hidden defects, the claim shall be raised immediately after discovery. In both cases, unless otherwise agreed, all claims for defects shall lapse twelve months after the passing of risk. Insofar as the law mandatorily prescribes longer periods in accordance with Sections 438 para. 1 no. 2 BGB, 445 b BGB and 634 a para. 1 BGB, these shall apply.

5.4 In the event of a justified defect, the supplier shall, at his discretion, provide subsequent performance by delivering defect-free goods or by rectifying the defect. If he does not fulfil this obligation within a reasonable

period of time or if a rectification of defects fails despite repeated attempts, the customer is entitled to reduce the purchase price or to withdraw from the contract. Further claims, in particular claims for reimbursement of expenses or claims for damages due to defects or consequential harm caused by a defect, shall only exist within the scope of the liability provisions set out in the previous paragraph.

5.5 Only in order to prevent disproportionate damage or in the event of delay in remedying the defect by the supplier shall the customer be entitled, after prior notification of the supplier, to rectify the defect and to demand reimbursement of the reasonable costs incurred.

5.6 Wear and tear to a normal extent shall not give rise to any warranty claims.

5.7 Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, including any dismantling and installation costs, are excluded insofar as the expenses are increased because the goods delivered by us were subsequently transported to a location other than the customer's branch office, unless the transport is in accordance with their intended use.

5.8 The customer's right of recourse against us shall only exist insofar as the customer has not entered into any agreements with his customer which go beyond the legally mandatory claims for defects.

6. Prices

6.1 Orders for which fixed prices have not been expressly agreed shall be invoiced at our list prices valid on the day of delivery.

6.2 If fixed prices are expressly agreed upon conclusion of the contract, our prices valid at the time of delivery or provision shall apply if more than four months lie between conclusion of the contract and the agreed or actual delivery date.

6.3 In the absence of a special agreement, our prices are ex works excluding packaging. The respective statutory turnover tax shall be added separately. Prices are quoted exclusively in euros, even for deliveries abroad.

6.4 We are to be reimbursed separately for expenses incurred during assembly at our respective valid assembly and draw rates as well as expenses, travel and departure costs.

7. Terms of payment

7.1 Unless otherwise agreed, payments shall be made within ten days of the invoice date without any deductions being allowed.

7.2 Discounts or other cash payment discounts must be agreed separately and shall only be granted if the client is not in default with other payments.

7.3 We are entitled, despite any provisions of the client to the contrary, to first offset payments against the client's older debt. If costs and interest have already been incurred, we shall be entitled to offset the payment first against the costs, then against the interest and finally against the main performance.

7.4 Payment shall only be deemed to have been made when we are able to dispose of the amount.

7.5 If the client is in default, we shall be entitled to charge interest at the statutory rate from the relevant date.

7.6 In the event of non-compliance with the terms of payment or if we become aware of circumstances which call into question the creditworthiness of the client or if the client ceases to make payments, we shall be entitled to demand payment of the entire remaining debt. We are then also entitled to make outstanding deliveries only against advance payment or provision of security, to withhold deliveries and to withdraw from the contract after a reasonable period of grace or to demand compensation for non-performance.

7.7 The client shall only be entitled to set off, retention or reduction, even if defects or counterclaims are asserted, if these counterclaims have been legally established or are undisputed.

7.8 Cheques and bills of exchange are not accepted as means of payment.

8. Retention of title

8.1 We retain title to the delivered item until full payment of all claims arising from the delivery contract. This shall also apply to all future deliveries, even if we do not always expressly refer to this. We are entitled to reclaim the object of sale if the customer acts in breach of contract.

8.2 The customer is obliged to treat the object of sale with care as long as ownership has not yet passed to him. In particular, he is obliged to insure them adequately at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work has to be carried out, the customer shall carry this out in good time at his own expense. As long as ownership has not yet been transferred, the customer must inform us immediately in text form if the delivered item is pledged or exposed to other interventions by third parties. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action in accordance with Section 771 ZPO (Code of Civil Procedure), the customer shall be liable for the loss incurred by us.

8.3 The customer is entitled to resell the goods subject to retention of title in the normal course of business. The customer already now assigns to us the claims against the buyer from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including value added tax). This assignment shall apply irrespective of whether the object of sale has been resold without or after processing. The customer shall remain entitled to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we shall not collect the claim as long as the customer meets his payment obligations from the collected proceeds, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or there is no cessation of payments.

8.4 The processing or transformation of the object of sale by the customer shall always be carried out in our name and on our behalf. In this case, the expectant right of the purchaser to the object of sale shall continue in 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. The same applies to the case of commingling. If the commingling takes place in such a way that the item of the customer is to be regarded as the main item, it shall be deemed agreed that the customer shall transfer co-ownership to us on a pro rata basis and shall keep the sole ownership or co-ownership thus created for us. To secure our claims against the customer, the customer also assigns to us such claims as accrue to him against a third party as a result of the combination of the reserved goods with a piece of land; we already accept this assignment now.

8.5 We undertake to release the securities to which we are entitled at the request of the customer insofar as their value exceeds the claims to be secured by more than 20%.

9. Copyright, non-disclosure

9.1 We reserve the property rights and copyrights to cost estimates, drawings or other documents; they may not be made available to third parties and must be returned immediately upon request or if the order is not placed with us.

9.2 Unless otherwise expressly agreed in writing, information provided to us by the client or third parties in connection with the placement of the order shall not be deemed confidential.

10. Applicable law, place of performance, place of jurisdiction

10.1 These General Terms and Conditions of Sale and Delivery and the entire legal relationship between us and the client shall be governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.2 The place of performance for all obligations arising from the contractual relationship is Aschaffenburg.

10.3 Insofar as the contractual partner is a registered trader within the meaning of the German Commercial Code (HGB), Aschaffenburg shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. This also applies if the contractual partner has its registered office abroad.