

General Terms and Conditions

1. Conclusion of contract

- 1.1 These General Terms and Conditions apply to all - including future - contracts for deliveries and other services. In the case of drop shipment, the delivery conditions of the contracted manufacturer shall additionally apply. The purchaser's terms and conditions of purchase shall not be recognised even if we do not expressly object to them again after receipt.
- 1.2 Our entire offer is aimed exclusively at entrepreneurs within the meaning set out by sec 14 (1) BGB. The purchaser confirms that he is acting as an entrepreneur in this sense.
- 1.3 Our offers are subject to change. Verbal agreements and assurances made by our employees shall only become effective upon our written confirmation.
- 1.4 Should interpretation of the trade terms become necessary, the version of the Incoterms valid at the time of conclusion of the contract shall be crucial.

2. Prices

- 2.1 The prices are based on our offer and the order confirmation.
- 2.2 If charges and third-party costs included in the agreed price change or occur anew more than four weeks after conclusion of the contract, we are entitled to change the price accordingly.

3. Payment and offsetting

- 3.1 Payment must be made in such a way that we have the amount in the agreed currency at our disposal on the due date. The purchaser shall bear the costs of payment transactions. The purchaser shall only be entitled to rights of retention and offsetting insofar as his counterclaims are undisputed or have been legally established.
- 3.2 In the case of payment default statutory provisions shall apply.
- 3.3 If we subsequently become aware of circumstances which result in a significant deterioration in the purchaser's financial position and if this jeopardises our claim to payment, we shall be entitled to declare our claims due in full and irrespective of the term of any bills of exchange received. We shall then also be entitled to fulfil outstanding deliveries only against advance payment or against the provision of sufficient security.

4. Execution of deliveries, delivery periods and dates

- 4.1 Delivery shall be made in accordance with the Incoterms clause specified in our order confirmation. In the absence of such a clause, delivery shall occur EXW Korschbroich Incoterms 2020.
- 4.2 Information on delivery times is approximate. Delivery times shall commence on the date of our order confirmation and shall only apply subject to the timely clarification of all details of the order and the timely fulfilment of all obligations of the purchaser, such as the provision of all official certificates, the provision of letters of credit and guarantees or the payment of down payments.
- 4.3 The time of despatch from the manufacturer's factory or location shall be decisive for compliance with delivery times. They shall be deemed to have been met upon notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of our own.
- 4.4 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we will inform the purchaser of this immediately. At the same time, we shall inform the purchaser of the expected new delivery period. If the service is still not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part. We shall immediately reimburse any payment already made by the customer. Non-availability of the service exists, for example, in the event of late delivery by our suppliers, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure or if we are not obliged to procure in individual cases.

5. Retention of title

- 5.1 The delivered goods shall remain our property until all claims arising from the order, including any claims from bills of exchange, have been fulfilled.
- 5.2 Insofar as the effectiveness of our retention of title requires the co-operation of the purchaser (e.g. registration), the purchaser shall undertake the actions necessary to establish and maintain our rights.
- 5.3 The purchaser is authorised to resell the goods in the ordinary course of business. However, he hereby assigns to us all claims accruing to him from the resale. He shall remain authorised to collect these claims even after the assignment.
- 5.4 If the purchaser does not pay on the agreed date or does not present a bill of exchange on the due date, we shall be entitled, after the unsuccessful expiry of a reasonable period of grace, to take back our goods and, if necessary, to enter the purchaser's premises for this purpose. We may also prohibit the enlargement, processing, combination with other goods and removal of the delivered goods. In such cases, we may also revoke the purchaser's authorisation to collect in accordance with point 3 above and collect ourselves.
- 5.5 If the value of the existing securities exceeds the secured claims by more than 20 per cent in total, we are obliged to release securities of our choice at the purchaser's request.
- 5.6 Samples and prototypes of our developments remain our property and may not be used commercially or made available to competitors without our written authorisation.

6. Quality and modifications

Quality, grade, dimensions and condition shall be determined primarily in accordance with the quality agreements of the parties, otherwise in accordance with DIN standards. If no DIN standards exist, the corresponding European standards shall apply; in the absence of such standards, commercial practice shall apply. References to DIN standards, European standards, material data sheets and information on qualities, dimensions, weights and usability do not constitute a guarantee of properties.

7. Transfer of risk, partial delivery

- 7.1 The risk in all transactions shall pass to the purchaser when the goods are handed over to a forwarding agent or carrier, but at the latest when they leave the warehouse or delivery works, unless any loss or damage is attributable to an act or omission for which we are responsible.
- 7.2 We are authorised to make partial deliveries to a reasonable extent. Surplus or short deliveries of the agreed quantity customary in the industry are permissible.

8. Rights of the purchaser in the event of delivery of goods not in conformity with the contract

- We provide the following warranty for non-conformities of the goods:
- 8.1 Any lack of conformity of the goods must be reported in writing immediately, at the latest 7 days after delivery. Any lack of conformity which cannot be discovered within this period, even with the most careful inspection, must be reported in writing immediately after discovery, but no later than six months after delivery, with immediate cessation of any handling and processing.
 - 8.2 After an agreed acceptance of the goods by the purchaser, the complaint of non-conformities that were detectable during the agreed type of acceptance is excluded.
 - 8.3 If the purchaser does not immediately give us the opportunity to convince ourselves of the lack of conformity, in particular if he does not immediately make the rejected goods or samples thereof available to us on request, he shall lose the right to invoke the lack of conformity.
 - 8.4 In the case of goods that have been sold as second choice, the purchaser is not entitled to any legal remedies with regard to the stated defects and those that usually must be reckoned with.
 - 8.5 In the event of a justified complaint, we select at our discretion, whether to repair the defective object or replace it free of charge. If the repair or replacement delivery fails, the purchaser shall be entitled to reduce the purchase price or withdraw from the contract at his discretion. The place of subsequent fulfilment is our registered office.

9. Liability

- 9.1 Our liability for simple negligence is excluded. Our liability is also limited to the typically foreseeable damage.
- 9.2 The limitations and restrictions of liability according to paragraph 1 do not apply
 - a) in the event of injury to life, limb or health;
 - b) in the event of a breach of obligations, the fulfilment of which is essential for the proper performance of the agreement and on the fulfilment of which the customer regularly relies and is likely to rely (cardinal obligations);
 - c) insofar as we have assumed a guarantee (sec 443 (2) BGB).
- 9.3 The provisions of the Product Liability Act remain unaffected.

10. Prohibition of assignment

- 10.1 The partial or complete assignment of rights or the transfer of an order is not permitted under any circumstances.
- 10.2 The purchaser shall only be entitled to offsetting or retention rights to the extent that his claim has been legally established or is undisputed.

11. Export control

We assume that the ordered goods will be imported into the purchaser's country and that, in the event of further export, a licence for import into this country has been obtained.

12. Place of fulfilment, place of jurisdiction and applicable law, applicable version

- 12.1 Unless otherwise agreed, the place of fulfilment for our deliveries shall be the manufacturer's works in the case of delivery ex works and our warehouse in the case of other deliveries. The courts and authorities of the Federal Republic of Germany shall have exclusive jurisdiction for all legal disputes arising from or in connection with a delivery. We may also sue the purchaser in his general jurisdiction.
- 12.2 All legal relationships between us and the purchaser shall otherwise be governed by the law of the Federal Republic of Germany, including the Vienna UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
- 12.3 In case of doubt, the German version of these terms and conditions shall prevail, which we will make available to the purchaser upon request.