

General Terms and Conditions of Business

§ 1 General/application

1. The General Terms and Conditions shall govern all present and future business relations.
2. In the sense of these general terms an entrepreneur is a natural person or legal entity or partnership with legal capacity with whom business relations are entered into and who acts in execution of a trade or self-employed occupational/professional activity.
3. Any diverging, opposing or supplemental General Terms and Conditions shall not be part of a contract, even if known, unless their application is expressly agreed to in writing.
4. The customer may neither assign nor pledge any contractual rights without our consent.
5. These provisions shall be construed and applied in accordance with the laws of the Federal Republic of Germany. The provisions of the Convention on Contracts for the International Sale of Goods shall not be applied.

§ 2 Conclusion of Contract /delivery

1. Our offers are subject to confirmation. Any technical changes, changes in form, colour and/or weight are reserved in the scope of being reasonable.
 2. With the order of a product the customer declares bindingly that he wants to acquire the product ordered. We shall be authorized to accept the contract offer in this order within two weeks after receipt in our company. The acceptance may be declared in writing or by delivering the product to the customer.
 3. The contract shall be concluded subject to our being supplied by our suppliers correctly and in time. This shall only apply if the failing supply is not our fault especially in the case of a congruent hedging transaction with our supplier.
- Any events of force majeure such as strike, closing down of a plant, operational breakdown, vehicle or container defects, rail or flight closures as well as in the supply of the required raw material and other unforeseen causes release us from the supply obligations entered into. Any times of delivery shall only be considered as approximate and shall only begin after the final written confirmation of the order. The customer shall be informed immediately about the non-availability of the performance. Any counter-performance shall be immediately refunded.
4. Our deliveries shall be made cost unpaid on account and risk of the purchaser without any liability concerning destruction, breakage, theft and similar events. The same shall apply in case of any free deliveries. Especially the risk of breakage shall not be enclosed.
 5. The costs of packaging and any transport insurance required by the purchaser shall be at his costs.
 6. Any information in our drawings, pictures, measure, weights and other tables shall only be approximate units unless not expressly confirmed by us. The material which is part of our offers shall remain our property, it shall be subject to copyright and may not be revealed to third parties or only with our written agreement.

§ 3 Passing of the risk

1. As far as nothing else can be seen from the order confirmation, delivery "ex works" is agreed.
2. If the customer desires we shall cover the delivery by a transport insurance. Any costs in this respect shall be paid by the customer.

§ 4 Price and payment

1. Our prices are based on the cost situation at the time of passing the order.
2. All prices are ex works including loading in the plant excluding packaging, freight, insurance, assembly and other ancillary costs. All and any newly introduced or changed levies, any increase in freight and customs, value added tax, material prices and wage increases after the conclusion of the business transaction shall be at the customer's expense. In case of any additional repeat orders the prices shall be agreed upon again.
3. In case of any advance payment or payment on loading as well as in case of payment 14 days from the invoice date we grant 2% discount and 30 days from the invoice date our invoices are payable without any deduction. Any invoices for repair work and spare parts are payable immediately without deduction.
4. If after the conclusion of the contract we learn of any circumstances which justify doubts into the creditworthiness of the purchaser we may withdraw from the contract, request advance payment or make our delivery dependent on a security. This shall also apply if due claims are not settled despite reminders.
5. The customer may only offset with acknowledged or legally effective counter claims. We may retain payments only for reasons based on the same contract transaction.
6. Bills of exchange and cheques shall only be accepted on account of performance. Bills only after prior agreement. Any charges shall be paid by the purchaser.

§ 5 Delay in payment

1. In the event of a delay in payment by the purchaser all our claims existing against him shall be due for payment in cash irrespective of any accepted bills of exchange or periods for payment granted. The purchaser may not sell the goods in our ownership or co-ownership and is obliged to provide securities for us. The authorization to collect claims ceded to us ends.
2. The customer undertakes to pay the purchase price after the goods were received within thirty days from the invoice date. After this period the customer is in default. The entrepreneur has to pay default interest during the period of default on the claim in the amount of 8% above the base interest rate. We reserve the right to prove a higher default damage and to assert it against the entrepreneur.

§ 6 Warranty

1. If there are any defects in the goods we shall in our discretion first grant warranty to the entrepreneur by subsequent improvement or replacement delivery at our seat of business or the German seat of the entrepreneur. The entrepreneur bears the costs for the transport back or the transport back to Germany from abroad to his German seat. If the alternative performance fails, the customer may in general at his option request the lowering of the payment (reduction of purchase price) or the withdrawal from the contract (contract revocation). However, in case of only a minor contractual non-conformity especially only in case of any minor defects, the customer shall not be entitled to withdraw from the contract.
2. Entrepreneurs must notify us in writing of any obvious defects within a period of two weeks after the receipt of the goods otherwise the assertion of the warranty is excluded. For the keeping of the period the sending of the notification in time shall be sufficient. The entrepreneur shall be responsible for the full burden of proof of all claim requirements especially concerning the defect itself, the time of stating the defect and the timeliness of the notification of defects. Any hidden defects shall be made known immediately after they were found in writing otherwise the assertion of the claim shall be excluded. If a purchaser keeps any goods delivered by us despite any recognizable defects any warranty shall fail.
3. If a customer chooses the withdrawal from the contract for any legal or material defects after failed alternative performance, he shall not be entitled to any additional damages because of this defect. If the customer chooses damages after the failed alternative

- performance, the goods shall remain with the customer if this is reasonable to him. The damages shall be restricted to the difference between purchase price and value of the defective good. This does not apply if we caused the contractual violation fraudulently.
4. For entrepreneurs the warranty period is one year after the delivery of the good. This does not apply if the customer did not notify us of the defect in due time (§ 6 item 2 of the provisions).
 5. If a damage is found on the arrival of the delivery the recipient must have this confirmed immediately on the consignment note. In case of delivery by lorry a record has to be written stating exactly the scope of the damage. This record has to be signed by the driver. The terms and conditions of our insurance company shall be decisive for any compensation.
 6. In case of payment default or credit revocation we may refuse warranty until the purchaser complied with his obligation to pay in the scope corresponding to the value of our delivery minus any reduction of the purchase price in the amount of the existing defects.
 7. There shall be no warranty for any damage caused by the following: Unsuitable or improper use, defective installation by the purchaser or third parties, natural wear and tear, defective or negligent treatment, defective construction works or unsuitable construction ground, as far as they are not attributable to our fault.

§ 7 Withdrawal of the customer and other liability on our side

1. The legal right of the customer to withdraw from the contract shall neither be excluded nor limited apart from the cases of § 6. Neither shall any legal or contractual rights and claims we are entitled to be excluded or limited.
 2. We only grant unlimited liability for intent and gross negligence (also on the part of our legal representatives and assistants in performance) as well as for damage from the violation of life, body or health which is based on a negligent violation of duties on our part or an intentional or negligent violation of duty of our legal representatives or assistants in performance.
- We also grant unqualified liability in granting warranties and assurances if a defect in connection with this triggers our liability. There shall be no restrictions in the liability from any endangering facts (especially according to the law on product liability). Any liability according to the principles of recourse of the entrepreneur according to § 478 f BGB shall remain unaffected.
3. In case of any other culpable violation of essential contractual duties (cardinal duties) our remaining liability shall be limited to the contract-typical foreseeable damage.
 4. Furthermore, any liability irrespective of the legal grounds (especially claims from the violation of contractual main and ancillary duties, unauthorized acts as well as other tortious liability) – shall be excluded.
 5. The same (exclusions, limitations and exceptions thereof) shall apply to claims from negligence on the conclusion of the contract.
 6. In case of the compensation for necessary expenses (with the exception of the one according to §§ 439 sub-sect. 2, 635 sub-sect. 2 BGB) this § 7 shall apply accordingly.
 7. Any exclusion or limitation of our liability shall also be effective for our representatives and assistants in performance.
 8. Cardinal duties are essential contractual duties i.e. such duties which give the contract its character and which the contract partner may rely on; these are therefore essential rights and duties which create the requirements for the performance of the contract and are indispensable for the reaching of the contract purpose.
 9. None of the above clauses is intended to change the legal or judge law distribution of burden of proof.

§ 8 Retention of title

1. We retain title to the goods until receipt of complete payment of all claims from the current business transaction with the entrepreneur.
2. The customer is obliged to take good care of the goods. As far as any maintenance and servicing work is necessary the customer has to perform this regularly at his own costs.
3. The customer is obliged to notify us immediately of any attachment by third parties of our goods as in the case of seizure and any damage or the destruction of the goods. The customer must immediately notify us of any change of ownership concerning the goods as well as his own change of residence.
4. We shall be authorized to withdraw from the contract in case of contract non-conformity on the customer's part especially in case of delay of payment or in violation of a duty according to items 2 and 3 of this provision and to demand the return of the goods.
5. The entrepreneur shall be authorized to sell the goods in orderly business. He already now assigns all claims in the amount of the invoice amount to us which he receives from the reselling against any third party. We accept his assignment. After the assignment the entrepreneur shall be entitled to collect the claim. We reserve the right to collect the claims ourselves if the entrepreneur does not meet his payment obligations in due course or is in default.
6. The processing and use in manufacturing of the good by the entrepreneur shall always be made in our name and on order for us. If any processing is done with objects not belonging to us we acquire co-ownership into the new object in the relation of the value of the good delivered by us to the other objects used. The same applies if the good is mixed with other objects not belonging to us.
7. As far as purchase price claims of the customer are part of a current account the customer assigns any balance claim he is entitled to us in the same way.
8. If we provide the means for the purchase price payment for the customer by way of indorsing a bill of exchange issued by us and accepted by him for discount (bill-cheque-procedure) the title to the product shall only pass to the customer once the bill has been honoured and our bill liability has ended.

§ 9 Place of performance and venue

1. As far as nothing different results from the order confirmation our seat of business is place of performance. We have the right to also file an action with the court having jurisdiction for the purchaser or any other court which may have jurisdiction according to national or international law.
2. If the customer is a merchant, governmental entity or special governmental estate the exclusive place of jurisdiction for all actions from this contract shall be the court having jurisdiction for our seat of business. The same applies if the customer does not have a general venue in Germany or his domicile or usual residence is unknown at the time of filing the claim.
3. If any of the provisions of a contract with the customer including these General Terms and Conditions shall be or become invalid in total or in part, all other provisions hereof shall remain in full force and effect. The provision invalid in total or in part shall be replaced by a provision the economical effect of which is as near as possible to the one of the invalid provision. This shall also apply in the case of any omissions in the contract.