

# GENERAL CONDITIONS OF SALE

## § 1 General, Scope of application

(1) All deliveries, services and offers of the seller are made solely on the basis of these general terms of delivery. These are an integral part of all contracts, which the seller enters into with his contracted partners ("customer") regarding deliveries and services offered by the seller. They also apply for all future deliveries, services or offers to the customer, even if they are not the subject of a further separate agreement.

(2) Terms and conditions of the customer or third parties will not apply (even by reference to it) even if the seller does not explicitly object to them.

## § 2 Conclusion of the contract

(1) Our offers are subject to alteration and non-binding. The order of the products by the customer is valid as a binding offer of contract. Acceptance can either be declared in written form or by the delivery of the products to the customer.

(2) Information provided by the seller about the subject of the delivery or service (e.g. weights, dimensions, practical values, capacity, tolerances and technical data) as well as our representations of the same (e.g. drawings and illustrations) are only indicative, unless the usability for the contractually agreed purpose does not require an exact match. These are not guaranteed characteristics, but are descriptions or features of the delivery or service. Differences which are customary in the trade and differences which result from legal regulations or technical improvements, as well as the replacement of components by parts of equal value, are permissible as long as they do not impair the contractually intended purpose.

(3) The seller retains the ownership or copyright for all offers and estimation of costs issued by him as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and auxiliary tools which is made available to the customer. Without the explicit agreement of the seller, the customer is not permitted to make these objects or the content of them accessible to third parties or make them known to third parties or have them used or reproduced either by himself or by third parties. On request by the seller he is required to return these objects entirely back to him and, if applicable, destroy any copies, even if they are no longer needed in the proper course of business, or if negotiations do not result in the conclusion of a contract. Legally relevant declarations and notifications made by the customer to us (e.g. setting of deadlines, notifications of defects, declarations of cancellation or reduction), are required to be in written form in order to be valid.

## § 3 Delivery period and delay in delivery

(1) Deliveries are made ex works.

(2) Announced deadlines and fixed dates announced by the seller for deliveries and services are always only approximate, unless a fixed deadline or a fixed date has been specified or agreed. If shipment has been agreed, delivery dates and deadlines refer to the time of transfer to the carrier, shipper, or other for the transport contracted third party.

(3) The seller is not liable for the impossibility of delivery or for delays in delivery as far as they have been caused by force majeure or other events which were not foreseeable at the time of the conclusion of the contract (e.g. operating disruptions of all kinds, difficulties in obtaining material and energy, transport delays, strike, labor shortage, energy or raw material, difficulties in obtaining necessary official approvals, regulatory action or non-delivery, incorrect or non-timely delivery by suppliers etc.) for which the seller is not responsible. If such incidents essentially hamper or in fact prevent the seller to fulfill the delivery and the delay is not only of temporary duration, the seller is entitled to withdraw from the contract. In case of obstacles of temporary duration, the deadline for delivery or service will be extended or the delivery and service deadlines are postponed by the period of the obstruction plus an appropriate start-up period. If the customer cannot be expected to accept the delivery or the service because of the delay, he can withdraw from the contract by submitting the seller an immediate written declaration.

## § 4 Delivery, transfer of risk, acceptance

(1) Delivery is ex warehouse and this is also the place of performance. At the request and expenses of the customer, the products will be delivered to another place of destination (purchase involving delivery by mail).

(2) The risk of accidental loss or the accidental degradation of the product transfers to the customer at the latest with the handover of the product. In cases where the purchase involves delivery by mail, the danger of accidental loss or accidental degradation of the product as well as the risk of delay in delivery passes to the carrier, shipper, etc. when the product is handed out.

## § 5 Prices and Conditions of payment

(1) If not agreed otherwise in individual cases, our prices valid at the time of the conclusion of the contract do apply on the basis ex warehouse plus sales tax, if applicable.

(2) The customer pays for the costs of delivery ex warehouse and if requested also for the costs of a transport insurance. Any customs duties, charges, taxes and other public charges are to the customer's account.

(3) The purchase price is due and payable within 30 days of the date of the invoice and delivery of the product unless individual payment terms are agreed. Upon the expiration of the payment deadline, the customer is in delay of payment.

## § 6 Reservation of title

(1) We reserve the right to the property of the sold products until the full payment of all of our current and future claims from the contract of purchase and the current business relationship.

(2) Products subject to reservation of title may neither be pledged to third parties, nor assigned as collateral until full payment is made. The customer must immediately inform us in written form if and to what extent third parties attempt to seize the products that are our property. In the event that the buyer acts contrary to the contract, especially by the failure of the payable purchase price, we are entitled to cancel the contract according to the statutory provision and to reclaim the products due to the reservation of title. The customer is entitled to sell or to process the products under reservation of title in the ordinary course of business.

(3) The customer assigns to us now and immediately all claims against third parties arising from the resale of the products equal to the amount of our approximate share of joint ownership pursuant to the aforementioned clause as security. We herewith accept the assignment. The obligations of the customer stated in Paragraph 2 shall also apply in view of the assigned claims.

(4) Besides ourselves, the customer remains authorized to the collection of the claims. We agree not to collect these claims as long as the customer properly meets his financial obligations, does not default of payment, no application is made for opening insolvency proceedings, and there is no other deficiency in the customer's capacity. If this is the case, we may demand from the customer to inform us about the assigned claims and their debtor, to indicate all details needed for the collection, to hand out all the respective documents and to inform the debtors (third parties) about the assignment.

(5) Should the realized value of the collaterals exceeds our claims by more than 10%, we shall release collaterals of our own choice.

## § 7 Warranty claims of the buyer

(1) The precondition for all customer warranty rights is his full compliance with all requirements regarding inspection and objection established by section 377 HGB (German Commercial Code). Warranty obligations may only be claimed within 12 months after the transfer of risk.

(2) In case of defects of the products, the customer is entitled for subsequent fulfillment by rectifying the defect or by delivering products that are free from defects. Should the correction of any defects fail, the customer has the right to reduce the purchase price or to withdraw from the contract. In case of intent or gross negligence on our part or by our agents or assistants we are liable according to the provisions of applicable law; the same applies in case of culpable breach of fundamental contractual obligations.

(3) We are only liable for defects which occur on the delivered item itself. Insofar as we cannot be charged with intentional or gross negligent breach of contract, the liability for defects will be limited to the foreseeable typically occurring damage. We are not liable for any loss of profit or any other financial losses.

(4) Liability on account of culpable injury to life, the body or health as well as the liability according to the product liability act remains untouched by this. Unless it is not otherwise explicit regulated, our liability is excluded.

## § 8 Applicable law and place of jurisdiction

(1) This contract and the entire legal relations between the parties are subject to the laws of Federal Republic of Germany to the exclusion of the UN convention of contracts for the international sale of goods (CISG).

(2) Place of fulfillment and exclusive place of jurisdiction for any disputes from these contracts is our place of business Nauheim, insofar as not otherwise agreed upon in the confirmation of order.