

General Terms and Conditions of Sale, Delivery and Payment

I. Application

- (1) We only deliver according to these General Terms and Conditions. They apply for all our deliveries if not explicitly stated differently in written form by the trading parties. Additionally, legal regulations apply.
- (2) Terms and Conditions of the ordering party apply under no circumstances, even if we fail to revoke any indication to the ordering party's Terms and Conditions – no matter in which form and at what time they were referred to by the ordering party. Terms and Conditions of the ordering party are only effective if explicitly accepted in written form. Supplies do not represent the acceptance of the ordering party's Terms and Conditions.
- (3) Acceptance of delivery portrays acceptance of these Terms of Sale, Delivery and Payment.
- (4) Our Terms and Conditions of Sale, Delivery and Payment also apply, for instance, for contracts between us and the orderer concluded at a later time even if not explicitly referred to in the contract.

II. Conclusion of the contract

- (1) Orders are only regarded as accepted after our written confirmation. Orders which have been submitted orally and telephonically as well as agreements, supplements and alterations of an order, require our written confirmation in order to be legally binding: the orderer's receipt of the delivery note or delivery are to be regarded as such confirmation.
- (2) Our offers are subject to confirmation.
- (3) Details in our offer's appendices, documents such as illustrations, drawings, details on weight and measurements, are only approximate unless we explicitly engage with these specifications in written form.

III. Prices

- (1) The supplier's prices are binding at the time of delivery unless a fixed price was explicitly agreed upon
- (2) Our Euro prices, nationally, are freely delivered to the orderer plus packaging and legal value added tax, whereas abroad they are ex German border plus packaging.

IV. Terms of payment

- (1) The orderer meets payment of our shipment within, but at the latest, 30 days ex billing date without deduction, or within 10 days ex billing date with 3% discount. Submitting bills of exchange is not accepted as payment.
- (2) At delivery we accept, under reserve of discounting, the orderer's bill of exchange maturing within 90 days ex billing date. This is exempt from charges. If the bill of exchange matures afterward, we charge the accumulated bill discount to the orderer.
- (3) We charge default interest of 3% above the base rate of the European Central Bank for payments after 30 days ex billing date leastwise amounting to the interest customary in banking.
- (4) Payment is only completed after we can finally dispose of the amount. Acceptance of bills of exchange and cheques are only pro forma.
- (5) Payment of outstanding money of all existing contracts with the orderer takes effect immediately:
 - a) if the orderer falls behind with a payment due to one of existing contracts for more than 10 days,
 - b) if the orderer has stopped payment transactions, or
 - c) if his financial standing changed essentially for the worse.Deferrals or other extensions in payment end, also by acceptance of bank bills. We can demand surety for deliveries not yet made.

V. Time of delivery

- (1) Dates and deadlines of deliveries are only approximate: they are not binding for us.
- (2) Our obligation to deliver rests, while the orderer is in arrears with payment.
- (3) Force majeure, events of war, business disruptions, exceedance in time of delivery of pre-suppliers, shortage in raw material, energy or labour, strikes, lock-outs, difficulties in furnishing means of conveyance, traffic congestions, state-run decrees or missing approvals for the execution or delivery, official or others, exempt us from our obligation to deliver while lasting or taking effect, if not caused deliberately or by gross negligence on our part. We cannot be held responsible for any of previously mentioned circumstances, even if arising during an already existing delay.
- (4) Provided that unpredictable events in terms mentioned in (3) alter the economical significance or the content of our performance considerably, or significantly affect our business, we reserve the right to withdraw from contract, if we did not cause the failure deliberately by gross negligence. The orderer is only entitled to a refund in such cases. Exceeding claims, in particular claims for indemnity, are excluded.
- (5) We are entitled to partial performance which can be billed respectively.
- (6) The orderer is entitled to withdraw from contract if, when falling behind with our performance, we were granted adequate respite in vain. If we fall behind with partial performance, the orderer is entitled to withdraw from contract only if he is not taking stock in partial performance. Claims to compensate for damage caused by delay and claims of indemnity due to failure of performance are restricted to the foreseeable damage at the conclusion of the contract and restricted to the tenfold value of goods. This does not apply if the supplier caused the delay and non-compliance deliberately or by gross negligence.

VI. Dispatch, Transfer of Perils

- (1) Perils transfer to the orderer with dispatch of goods at the latest.

This also applies for partial shipments when we carry shipping costs, or advance the shipment ourselves. Dispatch is at any rate at orderer's risk ex works or stock. We assume no liability for damage or loss during transport.

(2) Perils transfer to the orderer the day shipment is ready for dispatch if any delay occurs due to events we cannot be held for.

(3) We choose modes of dispatch unless having confirmed receipt of compliance with the orderer's particular shipping instructions in written form. We are not bound to cover the shipment's insurance.

VII. Retention of Title

(1) Until payment has been completely satisfied, we retain title of goods delivered by us. This extends to all claims of this business relationship, including all additional charges, until all bills of exchange and cheques have been honoured. Retention of title has an effect on goods resulting in other products. If our goods were converted, merged or compounded with other materials, we gain co-ownership of the resulting product in proportion of our goods' value and the value of other materials. Possession transfers to the orderer in so far as he keeps storage, free of charge, with commercially acceptable diligence.

(2) By now, and for security, the orderer assigns all claims to us, including ancillary rights, resulting in the sale of goods in which we retain title, if need be in the value of goods we share ownership with.

(3) The orderer is bound to notify us immediately enclosing the bailiff's return, if a third party distrains upon goods in which we retain title. If the orderer fails to do so, especially during late payment, we are entitled to redemption after a reminder whilst the orderer is bound to re-deliver. Whilst we assert retention of title or distraint, it means no rescission of contract unless law of hire purchase dictates something else.

(4) By the orderer's request we are bound to release security we are entitled to, subject to the choice of releasing insofar as the security's value has to exceed the security on our claim by more than 30%.

VIII. Warranty

(1) We are liable for faulty goods as follows:

a) We mend the delivery item according to our choice or replace shipment if the event which made the artefact useless or limited its use, verifiably happened before transfer of perils. Replaced items become our property. Equal warranty applies for replacements and subsequent deliveries. We reserve the right to offer either redhibitory action or reduction if remedy or replacement exceeds the time-limit, taking our possibilities to supply into account.

b) It is a precondition of our liability that the fault is to be reprehended in writing within six days, commencing ex discovery of the fault or as from when it should have been identified if the artefact had been carefully inspected.

c) We reserve the right to refuse replacements and subsequent delivery as long as the orderer fails to accomplish his duties.

d) Product warranty is for 5 years ex billing date and applies for traceable faults in construction or in material. We will get such existing faults repaired at our cost. Costs incurred in transport, however, are at the orderer's cost.

e) We neither assume liability for damage caused by normal wear and tear, faulty or careless use, inappropriate storage or improper or inappropriate use, nor for damage caused by disregarding our operating instructions.

f) If goods lack features explicitly stated, the orderer has the right to claim indemnity instead of claiming rights mentioned above in (1)a). However, we only assume liability for consequential harm caused by a defect if caused deliberately or by gross negligence.

(2) Any advanced demands the orderer may claim, are excluded. This also applies for claims for indemnity depending on negligence when the contract was concluded or default in performance of contract. Not affected are claims of indemnity due to us breaching contractual or pre-contractual duties deliberately or by gross negligence.

IX. Other Rights of the Orderer, Claims of Indemnity, Rescission of the Contract

(1) If unscheduled events occur in terms of section V.(3) or the result of such events considerably alter the commercial meaning or the content of our performance, or they fundamentally affect our business, or the performance proves impossible as a consequence of such events, we are entitled to adjust the contract adequately. We are entitled to withdraw from all or part of the contract if it is not economically justifiable to adjust the contract.

(2) We are entitled to withdraw from contract if there has been a request for bankruptcy proceedings on the orderer's legal estate or if legal or extrajudicial composition proceedings on the orderer's legal estate have been opened.

(3) The orderer can withdraw from contract if we fail to perform according to contract before transfer of perils due to events we bear at fault.

(4) Claims for indemnity by impossibility of performance are limited to the damage foreseeable when concluding the contract but to the tenfold of the value of goods at most.

This does not apply if we caused the impossibility deliberately or by gross negligence.

(5) In cases of inability to perform the contract, the previously mentioned chapters (3) and (4) apply accordingly.

(6) These General Terms and Conditions of Sale, Delivery and Payment, exclude, unless otherwise expressly noted, rights and claims of the orderer, if proprietary. Particularly excluded are claims for indemnity due to default at the conclusion of the contract, to default in performance of contract or to tortious act, if not based upon intention or gross negligence.

X. Transferability of Rights

Rights of this contract, all or parts, are only transferable to third parties with our prior and written agreement.

XI. Summation, Retention

Claims against us can only be accumulated or retained with counter claims, if indisputable or legally ascertained.



XII. Place of Fulfilment and Legal Venue

- (1) Spaichingen, Germany, is place of delivery and payment; local court is the "Amtsgericht Spaichingen", respectively the county court in Rottweil, Germany.
- (2) Unless statutory provisions compel differently, German law applies exclusively.
- (3) If one of the protruding clauses is, or becomes, null and void, the remaining clauses will remain unaffected.