

General Terms and Conditions of Sale

Section 1: General matters – Scope

- 1) Our Terms and Conditions of Sale apply exclusively. We do not acknowledge terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale, other than where we have expressly approved their validity in writing. Our Terms and Conditions of Sale also apply where we make delivery to the customer without reservation despite awareness of terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale.
- 2) All agreements between us and the customer that are made for the purpose of performing this contract are set down in writing in this contract.
- 3) Our Terms and Conditions of Sale apply only with respect to entrepreneurs within the meaning of section 310 (1) of the German Civil Code (BGB).

Section 2: Offer – Offer documents

- 1) If the order qualifies as an offer pursuant to section 145 BGB, we may accept same within two weeks.
- 2) We retain title and copyright in and to illustrations, drawings, calculations, and other documents. This also applies to written documents that are designated “confidential”. The customer requires our express written consent prior to disclosing them to third parties.

Section 3: Prices – Payment terms

- 1) Unless specified otherwise in the order confirmation, our prices are considered “ex works”, excluding packaging, which is billed separately.
- 2) Value-added tax is not included in our prices. It is shown separately on the invoice in the amount in effect on the date of invoice.
- 3) The deduction of discounts for prompt payment requires a special written agreement.
- 4) Unless specified otherwise in the order confirmation, the net purchase price is payable (without deduction) within 30 days of the date of invoice. Statutory rules govern the consequences of payment default.
- 5) The customer is entitled to rights of set-off only if their counterclaims are uncontested, have been acknowledged by us, or have been reduced to an enforceable judgment. In addition, it is authorised to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.

Section 4: Delivery period

- 1) The delivery period specified by us begins to run when all technical issues have been resolved.
- 2) Compliance with our delivery obligation presupposes the timely and proper satisfaction of the customer’s obligation. The defence of unperformed contract remains reserved.
- 3) If the customer is in default in acceptance, or if they culpably breach other duties of cooperation, we are entitled to demand compensation of the damage suffered as a result, including any added expenses. More extensive claims or rights remain reserved.
- 4) If the requirements in subsection (3) are met, the risk of accidental loss or accidental deterioration of the purchased item passes to the customer at the time at which it becomes in default in acceptance or in their obligations.
- 5) We are liable in accordance with statutory provisions where the underlying purchase contract is a fixed-date transaction within the meaning of section 286 (2) No. 4 BGB or section 376 of the German Commercial Code (HGB). We are also liable in accordance with statutory provisions where as a consequence of a delay in delivery for which we are responsible, the customer is entitled to assert that it no longer has an interest in continued performance of the contract.
- 6) We are furthermore liable in accordance with statutory provisions where the delay in delivery is based on a wilful or grossly negligent breach of contract for which we are responsible. Fault on the part of our representatives or persons we use to perform an obligation (*Erfüllungsgehilfen*) is to be attributed to us. Where delay in delivery is based on a grossly negligent breach of contract for which we are responsible, our liability for compensation of damages is limited to foreseeable damages that typically occur.

- 7) We are additionally liable in accordance with statutory provisions where the delay in delivery for which we are responsible is based on the culpable breach of a material contractual obligation. In such case, however, liability for compensation of damages is limited to foreseeable damages that typically occur.
- 8) Other statutory claims and rights of the customer remain reserved.

Section 5: Transfer of risk – Packaging costs

- 1) Unless specified otherwise in the order confirmation, delivery “ex works” is agreed upon.
- 2) Separate agreements apply to the return of packaging.
- 3) Where so desired by the customer, we will cover the delivery with transport insurance. The costs of same are for the customer’s account.

Section 6: Liability for defects

- 1) The customer’s claims for defects presuppose that it has properly met its responsibilities to inspect and object under section 377 HGB.
- 2) If the purchased item has a defect, the customer is entitled, at their discretion, to cure in the form of elimination of the defect or to delivery of a new, defect-free item. In the case of elimination of defects or substitute delivery, we are obligated to bear all expenses necessary for the purpose of the cure, including transport, travel, labour, and materials costs, unless these are increased as a result of the fact that the purchased item was brought to a location other than the place of performance.
- 3) If the cure fails, the customer is entitled, at its discretion, to demand termination of the contract or reduction of the purchase price.
- 4) We are liable in accordance with statutory provisions where the customer asserts claims for compensation of damages that are based on wilful misconduct or gross negligence, including wilful misconduct or gross negligence on the part of our representatives or persons we use to perform an obligation. Other than where we are accused of wilful breach of contract, liability for compensation of damages is limited to foreseeable damages that typically occur.
- 5) We are liable in accordance with statutory provisions where we culpably breach a material contractual obligation. In this case, however, liability for compensation of damages is limited to foreseeable damages that typically occur.
- 6) Where the customer is in other respects entitled to a claim for compensation of damages in lieu of performance as a result of a negligent breach of obligation, our liability is limited to foreseeable damages that typically occur.
- 7) Liability for culpable loss of life, bodily injury, or damage to health remains unaffected. This also applies to strict liability under the German Product Liability Act (*Produkthaftungsgesetz*).
- 8) Unless otherwise specified above, liability is excluded.
- 9) The prescription period for claims for defects amounts to 12 months, starting at the time of transfer of risk. The foregoing does not apply where the purchased item is customarily used for a building structure and caused the defect, nor does it apply to damages from loss of life, bodily injury, or damage to health.
- 10) The prescription period in the case of supplier recourse pursuant to sections 478 and 479 BGB remains unaffected. It amounts to five years, starting at the time of delivery of the defective item.

Section 7: Joint and several liability

- 11) Liability for compensation of damages that goes beyond that set forth in Section 6 is excluded, irrespective of the legal nature of the asserted claim. This applies, in particular, to claims for compensation of damages resulting from culpa in contrahendo and other breaches of obligation, as well as to tort claims for compensation of property damage pursuant section 823 BGB.
- 12) The limitation in subsection (1) also applies where instead of a claim for compensation of damages, the customer demands reimbursement of fruitless expenses in lieu of performance.
- 13) Where our liability for compensation of damages is excluded or limited, this also applies with respect to the personal liability for compensation of damages of our executives, workers, employees, representatives, and persons we use to perform an obligation.

Section 8: Retention of title

- 1) We retain title to the purchased item until receipt of all payments under the delivery contract. In the event of conduct by the customer in breach of contract, particularly in the case of payment default, we are entitled to take back the purchased item. If we take back the purchased item, this constitutes termination of the contract. After we take back the purchased item, we are authorised to sell it, and the sales proceeds are to be applied toward the customer's liabilities, less reasonable costs of sale.
- 2) The customer is obligated to treat the purchased item with care. In particular, it is obligated at its own expense to sufficiently insure the item at replacement cost against damages from fire, water, and theft. If maintenance and inspection work is necessary, the customer must perform same at its own expense.
- 3) The customer must give us prompt written notice of liens or other interventions by third parties so that we can bring a court action pursuant to section 771 of the German Code of Civil Procedure (ZPO). If the third party is not capable of reimbursing us for the court and out-of-court costs of a court action pursuant to section 771 ZPO, the customer is liable to us for the resulting loss.
- 4) The customer is entitled to resell the purchased item in the ordinary course of business. However, it hereby assigns to us, in the amount of the final invoiced amount (including VAT) of our claim, all claims owed to it by its customers or third parties from the resale, irrespective of whether the purchased item was resold with or without processing. The customer remains empowered to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake to refrain from collecting the claim as long as the customer is meeting their payment obligations from the collected proceeds, does not become in default in payment, and, in particular, an application is not filed for the commencement of composition or insolvency proceedings or cessation of payments has not occurred. If, however, this is the case, then we may demand that the customer disclose to us the assigned claims and the parties owing them, provide all information necessary for collection, turn over the associated documents, and notify the parties owing the claims (third parties) of the assignment.
- 5) The processing or reconfiguration of the purchased item is in every case undertaken by the customer for us. If the purchased item is processed with other objects that do not belong to us, then we acquire co-title to the new item in the ratio that the value of the purchased item (final invoiced amount, including VAT) bears to the other processed objects at the time of processing. In addition, the same arrangements apply to the item arising from processing as to the purchased item delivered subject to retention of title.
- 6) If the purchased item is inseparably intermixed with other objects that do not belong to us, then we acquire co-title to the new item in the ratio that the value of the purchased item (final invoiced amount, including VAT) bears to the other intermixed objects at the time of intermixture. If the intermixture occurs in such a way that the customer's item is to be considered the principal item, then it is deemed agreed that the customer assigns to us the pro-rata share of co-title. The customer holds the sole title or co-title arising thereby in safekeeping for us.
- 7) The customer also assigns to us claims to the securing of claims against them that arise against a third party through the connection of the purchased item with a parcel of real property.
- 8) At the customer's request, we undertake to release the collateral to which we are entitled to the extent that the realisable value of our collateral exceeds the claims being secured by more than 10%. We are responsible for choosing the collateral to be released.

Section 9: Place of jurisdiction – Place of performance – Reimbursement of costs

- 1) If the customer is a merchant, a legal person under public law, or a special fund under public law, our place of business is the place of jurisdiction. However, we are also entitled to bring suit against the customer at the court with jurisdiction over their place of residence.
- 2) In the event of default, the customer must reimburse us all costs for asserting rights in or out of court outside of Germany, including where the pertinent foreign law does not contain an arrangement on reimbursement of costs comparable to that in German law. It suffices for the emergence of the payment obligation that we have made use of the assistance of a third party for the purpose of enforcing our rights.
- 3) The law of the Federal Republic of Germany applies.
- 4) Unless specified otherwise in the order confirmation, our place of business is the place of performance.