

General Conditions of Sales

I. Validity

- Our conditions of sale apply exclusively and only to companies, legal entities under public law or special funds under public law within the meaning of Section 310 (1) BGB; we do not recognize any conflicting or deviating conditions of our contractual partner (also called client), even if we are aware of them, unless we have expressly agreed to their validity. Our terms of sale also apply if we carry out the delivery to the contractual partner without reservation in the knowledge of conflicting or deviating terms and conditions of our contractual partner.
- Our conditions of sale apply to all current and future business relationships, even if they are not expressly agreed again. Counter-confirmations with reference to these contradicting terms and conditions are herewith rejected.

II. Offer, Conclusion of Contract

- Our offers are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. If an order qualifies as an offer, we can accept this within four weeks.
- Technical and design deviations from descriptions and information in brochures, offers and written documents as well as changes in performance, construction and material in the course of technical progress as well as changes in color, shape and / or weight are reserved, insofar as these are reasonable for our contractual partner. Data about our products (technical data, dimensions, etc.) are only rough and approximate; they are not guaranteed properties unless the guarantee is expressly assumed.
- In principle, only the product description applies to the quality of the goods. Public statements, promotions or advertising statements on our part do not constitute an agreement on the quality of the goods.
- We have property rights and copyrights to samples, drawings, cost estimates and the like - also in electronic form. These may not be made accessible to third parties without express permission and must be returned immediately upon request.
- The conclusion of the contract is subject to timely and defect-free delivery by our suppliers. However, this only applies in the event that we have concluded a congruent hedging transaction with our supplier, and we are not responsible for late delivery or non-defective self-delivery. The contractual partner will be informed immediately about the unavailability of the services of our supplier. Any consideration already paid will be reimbursed immediately.
- Unless expressly agreed otherwise, tools and devices remain our property even if the full costs are reimbursed. If our contractual partner provides us with tools, this is done on loan. Our liability in the context of storage is limited to the observance of care in our own affairs, § 277 BGB. Unless expressly stipulated otherwise, our contractual partner bears the costs for maintenance and care; we are not obliged to take out insurance cover for items made available to us out of the property of our contractual partner. With regard to the property of our contractual partner, we are entitled to assert rights of retention.
- Samples are generally made available for a fee.
- Our contractual partner is advised that excess or short deliveries of up to 5% are due to technical reasons. Such excess or short deliveries do not constitute a breach of contractual obligations. Invoicing must be based on the actual delivery quantity.

III. Prices, Price Adjustment, Payment etc.

- The prices apply to the scope of services and scope of delivery listed in the order confirmations. Additional or special services will be charged separately. Unless otherwise stated in the order confirmation, our prices are ex works including loading at the plant, but excluding packaging, freight, transfer, insurance, customs, fees and other public charges and the applicable statutory sales tax.
- The following applies to export deliveries to a third country: should the requirements for a tax-free export delivery according to § 4 No. 1a in conjunction with § 6 UStG in conjunction with §§ 9-11 UStDV are not fulfilled, the purchase price increases by the then legally applicable sales tax. We are entitled to claim or demand additional sales tax from the contractual partner against issuing an invoice with a separate sales tax ID according to § 14, 14a UStG.
- The following applies to intra-community (EU) deliveries: if the requirements for tax-free intra-community delivery according to § 4 No. 1b in conjunction with § 6a UStG in conjunction with §§ 17a-17c UStDV are not fulfilled, the purchase price increases by the then legally applicable sales tax. We are entitled to claim or demand additional sales tax from the contractual partner against issuing an invoice with a separate sales tax ID according to § 14, 14a UStG.
- We reserve the right to increase our prices accordingly after six weeks from the conclusion of the contract if increases in the price factors occur after the conclusion of the contract, in particular due to collective bargaining agreements or increases in material prices. We will provide evidence of this to the client on request.
- Our contractual partner is obliged to pay within 14 days of the invoice date without deduction. Checks are accepted on account of performance and only with our express consent. All payments are to be made with debt-discharging effect to Deutsche Factoringbank GmbH & Co. KG, Langenstrasse 15-21, 28195 Bremen, to which we have assigned our claims including reserved ownership.
- Offsetting against counterclaims by the client or withholding payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established or recognized or originate from the same contractual relationship. The assertion of a right of retention by the buyer is excluded, unless it is based on the same contractual relationship or the counterclaims are undisputed or have been legally established.
- We are entitled to only carry out outstanding deliveries and services against advance payment or security if we become aware of circumstances after conclusion of the contract which are likely to significantly reduce the creditworthiness of the customer and through which the payment of our outstanding claims towards the client is at risk from the respective contractual relationship (including from other individual orders to which the same framework agreement applies).
- We are entitled to assign claims from our business relationships.
- Unless otherwise agreed, payments will be made in default 14 days after receipt of the invoice. Interest on arrears is charged at 9 percentage points above the applicable base rate p.a. according to § 247 BGB. The assertion of further damage is not excluded. In the event of default, we are entitled to assert our rights from the retention of title - in particular the taking back of the goods delivered under retention of title - without enforcing prior withdrawal from the respective purchase contract.

V. Delivery Time, Delay in Delivery, Call-off

- Deliveries are made ex works. If we organize the transport at the request of our contractual partner, the contractual partner reimburses us for the transport costs in accordance with the contract law (reimbursement of expenses).
- Deadlines and dates we envisage for deliveries and services are always only approximate, unless a fixed period or a fixed date has been expressly promised or agreed. If shipment has been agreed, any expressly agreed delivery periods and dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
- The start of the delivery time specified by us presupposes the clarification of all technical questions. Furthermore, the timely and proper fulfillment of the contractual obligations and obligations of our client is a prerequisite. If our contractual partner is obliged to provide materials, he must ensure that they are delivered to us on time. Delivery is at his own expense and risk.
- We can - without prejudice to our rights arising from the customer's default - demand an appropriate extension of delivery and service deadlines or an extension of delivery and service dates by the period in which the customer does not meet his contractual obligations or other obligations to cooperate with us plus a reasonable start-up period.
- We are not liable for impossibility of delivery or for delays in delivery, insofar as these are caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions, difficulties in material and energy procurement, transport delays, strikes, lawful lockouts, shortage of labor, energy or raw materials, difficulties in obtaining the necessary official permits, official measures, epidemics or pandemics) for which we are not responsible. If such events make the delivery or service significantly more difficult or impossible and the hindrance is not only temporary, we are entitled to withdraw from the contract. In the case of temporary obstacles, the delivery or service deadlines are extended or the delivery and service dates are postponed by the time of the hindrance plus a reasonable start-up period. Insofar as the customer cannot be expected to accept the delivery or services as a result of the delay, he can withdraw from the contract by immediately and express declaration towards us.
- We are entitled to make partial deliveries if this is reasonable for the client.
- If we fall behind with a delivery or service or if a delivery or service becomes impossible for us, for whatever reason, our liability is limited to compensation in accordance with the following provisions in VIII.
- If we owe delivery on call, calls must be made within six months of the conclusion of the contract, unless otherwise expressly agreed. We are entitled to deliver and to assert our claims even if the customer has not called after the expiration of the above-mentioned deviating call period. The contractual partner is then obliged to accept delivery and pay. In the case of on-demand deliveries, our contractual partner must arrange on-demand deliveries so that none of the desired delivery dates are after the 6th calendar month after the conclusion of the contract.
- If our contractual partner is in default of acceptance of delivery, we are entitled to demand reimbursement of the additional expenses we incurred for the unsuccessful offer and for the storage and maintenance of the objects owed; in particular, we are entitled to claim storage costs.

V. Dispatch, Packaging, Transfer of Risk, Acceptance

- The type of dispatch and the packaging are subject to our due discretion.
- Insurance of any kind is only provided at the express request of the client and then only against reimbursement of costs. The risk passes to client with the handover of the delivery item, whereby the loading process to the forwarder, carrier or other third party appointed to carry out the shipment to the customer. This also applies if partial deliveries are made or we have assumed other services. If the dispatch or handover is delayed as a result of a circumstance caused by the customer, the risk passes to the customer from the day on which we are ready for dispatch and have notified the customer of this.
- Storage costs after transfer of risk are borne by the customer. In the case of storage by us, the storage costs are 0.25% of the invoice amount (net) of the delivery items to be stored per week or part thereof. We reserve the right to claim and provide evidence of additional storage costs. The client is allowed to prove that we incurred no or lower storage costs.

VI. Warranty

- The warranty period is 12 months from the transfer of risk or, if acceptance is required, from acceptance. This period does not apply if the law in accordance with §§ 438 Paragraph 1 No. 2 (buildings and items for buildings), 479 Paragraph 1 (right of recourse) and 634a Paragraph 1 No. 2 (construction defects) of the German Civil Code (BGB) prescribes longer periods and not even in the case of intent, fraudulent concealment of the defect or non-compliance with a quality guarantee. In this case, the statutory limitation periods apply.
- Claims for defects on the part of the customer require that a) a defect is not based on improper use, incorrect installation or commissioning, negligent treatment or use of unsuitable equipment by the customer or third parties, natural wear and tear - provided these circumstances are not due to our fault and b) the client has properly complied with his inspection and complaint obligations under commercial law according to § 377 HGB.
- At our request, the rejected delivery item is to be returned to us carriage paid. If the complaint is justified, we will reimburse the cost of the cheapest shipping route; this does not apply if the costs increase because the delivery item is at a location other than the location of its intended use.
- In the event of material defects in the delivered item, the customer is entitled to subsequent performance through subsequent improvement or subsequent delivery at our option. In the event of failure, i.e. the impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, our contractual partner can withdraw from the contract or reduce the purchase price appropriately.
- If a defect is due to our fault, the customer can demand compensation in accordance with the provisions in VIII. (Liability, Compensation) of these sales conditions.
- The warranty does not apply if the customer modifies the delivery item without our express consent or has it changed by third parties and if this makes it impossible or unreasonably difficult to remedy the defect. In any case, the client has to bear the additional costs of remedying the defect resulting from the change.
- A delivery of used items agreed with the client in individual cases will be carried out under the exclusion of any warranty.

VII. Property Rights

- We do not guarantee that the delivered products do not violate (in particular protective) rights of third parties outside of Germany. This must be checked by the client himself. For deliveries within Germany, we guarantee that we are not aware that third party rights prevent the use of the items.
- Each contractual partner will immediately notify the other contractual partner in text form if claims are made against him due to the infringement of industrial property rights or copyrights of third parties.
- If we manufacture according to the client's instructions or if we provide services according to our client's specifications, the client is obliged to exempt us from third-party property right infringement claims. This also includes the cost of legal defense.
- If and to the extent that we develop products, create drafts and / or construction proposals or drawings, we retain all statutory rights to them, unless otherwise agreed upon. Our contractual partner may only make use of this with our express written permission.

VIII. Liability, Compensation

- We are liable in accordance with the statutory provisions insofar as the client asserts claims for damages and reimbursement of expenses (hereinafter claims for damages) that are based on intent or gross negligence - including intent or gross negligence on the part of our representatives or vicarious agents. We are also liable in accordance with the statutory provisions if we have culpably violated an obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance of which the client can regularly rely (so-called essential contractual obligation), as well as in cases of injury of life, physical injury and damage to health and insofar as we have given guarantees.
- Compensation for the breach of an essential contractual obligation is limited to the foreseeable, typically occurring damage, unless in case of intent or gross negligence and unless liability is assumed for injury to life, physical injury and damage to health and insofar as we have assumed guarantees.
- In addition, liability for damages - regardless of the legal nature of the asserted claim - is excluded. In this respect, we are particularly not liable for damage that did not occur on the delivery item itself, such as loss of profit and other financial losses suffered by the client.
- The mandatory provisions of the Product Liability Act remain unaffected.
- As far as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff members, representatives and vicarious agents.
- If we should give technical information or act in an advisory capacity and this information or advice does not belong to the contractually agreed scope of services owed by us, this is done free of charge and with the exclusion of any liability.
- Claims for damages expire within 12 months from the start of the statutory limitation period. This does not apply in cases of willful intent or gross negligence, as well as in cases of injury to life, limb and health.

IX. Retention of Title

- In the case of contracts, we reserve title to the goods until all claims from the current business relationship have been settled in full. We also reserve ownership until all payments have been received from any current account relationship with our contractual partner. The reservation relates to the recognized balance.
- Our client stores the reserved goods for us free of charge; he is entitled to process and sell the goods subject to retention of title in the ordinary course of business until the realization event occurs (see paragraph 5 below). Pledging and security transfers are not permitted.
- The processing or transformation of the delivery item by the customer is always carried out for us. If the delivery item is processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the delivery item (final invoice amount including VAT) to the other processed items at the time of processing. The same applies to the item created through processing as to the goods delivered under reservation.
- If the delivery item is inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount including VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the client's item is to be regarded as the main item, it is agreed that the client transfers proportional co-ownership to us. Our contractual partner keeps the sole or co-ownership arising for us.
- If the contractual partner as an entrepreneur connects the reserved goods with land in accordance with Section 946 of the German Civil Code (BGB), the contractual partner will assign to us, without the need for further special declarations, including his claim, which he is entitled to as remuneration for the connection, with all ancillary rights as security in the amount of the ratio of the value of the connected goods subject to retention of title to the other connected goods or to the value of the total service rendered at the time of connection.
- The client is entitled to resell the goods in the ordinary course of business. However, he already now assigns to us all claims in the amount of the invoice amount (including VAT) that arise from the resale to third parties. We hereby accept the assignment. After assignment, the client is entitled to collect the claim for our account until revocation or cessation of his payments or until an application for the opening of insolvency proceedings is submitted. Our authorization to collect the claim ourselves remains unaffected. In the event of default in payment by the client, as well as in the event of cessation of payment and / or cessation of business and in cases of filing an application for the opening of insolvency proceedings (consistently called liquidation case), we can demand that the contractual partner shall disclose the claims assigned to us and their debtors and shall provide us with the information necessary for collection, shall hand over the associated documents and shall notify the debtors (third parties) of the assignment. The right on our part to uncover the assignment in such cases and to collect the claims ourselves remains unaffected.
- The contractual partner is obliged to treat the items of our sole or co-ownership with care. If maintenance and inspection work is required, he must carry it out regularly at his own expense.
- The contractual partner is obliged to notify us immediately of any third party access to the item of our sole or co-ownership, for example in the event of a seizure. The same applies to any damage or destruction of the goods. The contractual partner must also notify us immediately of any change of ownership of the goods or change of residence.
- If the contractual partner violates the above obligations according to paragraph 6 and paragraph 7, we are entitled to reclaim the goods. This also applies if we do not withdraw from the contract at the same time. If we take them back, we do not withdraw from the contract unless we have expressly stated this in writing. In the event of the suspension of business or payments and - subject to the rights of an insolvency administrator - in insolvency proceedings, the preceding sentences 1 and 2 apply accordingly. After taking back the goods, we are authorized to dispose of them. The sales proceeds are to be offset against the contractual partner's liability - less reasonable realization costs.
- We undertake to release the securities to which we are entitled at the request of the contractual partner insofar as the realizable value of our securities exceeds the claims to be secured by more than 10%; we are entitled to the selection of the securities to be released.

X. Final Provisions

- The place of performance is, at our option, the company's registered office or Bremen.
- The contract concluded with the client under the validity of these sales conditions is exclusively subject to the law of the Federal Republic of Germany, excluding the United Nations Convention on the International Sale of Goods (CISG, UN Sales Convention).
- The exclusive place of jurisdiction for all disputes arising from and in connection with all contracts concluded under the application of these sales conditions is, at our discretion, the company's registered office or Bremen. The same applies if our contractual partner does not have a general place of jurisdiction in Germany or if the place of residence or habitual abode is not known at the time the action is brought. However, we are entitled to take legal action at the customer's headquarters. Statutory provisions on exclusive places of jurisdiction remain unaffected.
- Our client's attention is drawn to the fact that we store data from the contractual relationship in accordance with Section 28 of the Federal Data Protection Act for the purpose of data processing and that we reserve the right to transfer the data to third parties if necessary for the fulfillment of the contract.