

General Terms and Conditions of Sale

§ 1 Validity

1.

All our deliveries, services and quotations are based exclusively on these General Terms and Conditions of Sale. These are an integral part of all the contracts that we conclude with our contractual partners (hereinafter also referred to as a "Client") for the deliveries or services (delivery item) provided by them. They also apply to all future deliveries, services or quotations to the Client, even if they are not agreed separately again.

2.

Terms and conditions of the Client or third parties shall not apply, even if we do not contradict their validity separately in individual cases. Even if we refer to a letter containing or referring to the terms and conditions of the Client or a third party, this does not constitute an agreement with the validity of those terms and conditions.

3.

Our terms and conditions of sale apply only to traders.

4.

All agreements concluded between us and the Client for the purpose of executing this contract must be recorded in writing.

§ 2 Quotation and conclusion of the contract

1.

All of our quotations are subject to change and are non-binding insofar as they are not expressly labelled as binding in writing or include a certain deadline for acceptance. We have the right to accept orders or commissions within 14 days of receipt.

2.

The written purchase contract, including these General Terms and Conditions of Sale, is solely decisive for the legal relations between us and the Client. This shall fully reflect all agreements between the contractual parties regarding the subject matter of the contract. Oral commitments made by us prior to the conclusion of this contract are legally non-binding, and oral agreements between the contractual parties shall be replaced by the written contract, unless explicitly agreed otherwise between the contractual parties.

3.

Amendments and modifications to the agreements entered into, including these General Terms and Conditions of Sale, must be made in writing in order to be effective. With the exception of directors or authorised signatories, our employees are not entitled to make oral agreements that deviate from the written agreement. Transmission by telecommunications, in particular by fax or e-mail, is sufficient to meet the requirement of the written form.

4.

Our information on the subject of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data), as well as representations of the same (e.g. drawings and illustrations) are only approximately authoritative, unless the use for the contractually intended purpose requires an exact agreement. They are not guaranteed characteristics, but descriptions or identifiers of the delivery or service. Deviations standard within the trade and deviations due to legal regulations or which constitute technical improvements, as well as the substitution of components by other parts of equivalent value, are permissible provided these do not impair their usability for the contractually envisaged purpose.

5.

We reserve the title or industrial property rights to all the quotations and cost estimates issued by us, well as to any drawings, illustrations, calculations, costings, brochures, catalogues, models, tools and other documents and resources provided to the Client. The Client may not make these items accessible

to third parties, disclose them, use them itself or through third parties or reproduce them, either as such or in terms of content. At our request, the Client must return these items to us in full and destroy any copies made if they are no longer required by it in the proper course of business or if negotiations do not lead to the conclusion of a contract. An exception to this is the storage of electronically provided data for the purpose of normal data backup.

6.

If delivery on a call-off basis has been agreed, all call-offs shall be made by the Client within 12 months after conclusion of the contract at the latest, unless otherwise agreed in writing.

§ 3 Sample material, product data

1.

Unless otherwise agreed, samples delivered shall remain our property and shall be made available on loan.

2.

The provisions of § 454 BGB do not apply when providing samples.

3.

Insofar as we provide our customer with product data for products purchased by him, this product data may only be referred to and used in direct connection with the sale or resale of the products purchased from us. In addition, the product data is subject to strict confidentiality. The same applies to visual representations and images (uniformly referred to as representations) that we make available or have ready (e.g. on the Internet or on our homepage). We reserve all rights, in particular copyrights and industrial property rights, to the product data or representations.

We expressly prohibit the use of our product data and/or representations to promote competitive products. It is also prohibited to use our product data and representations outside the distribution of our products for technical and/or sales purposes of any kind.

§ 4 Prices and payment

1.

The prices apply to the service and scope of delivery listed in the order confirmations. Additional or special services shall be invoiced separately.

2.

Unless the order confirmation states otherwise, our prices are "ex works", excluding packaging, which will be invoiced separately.

3.

Statutory value added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing.

4.

The deduction of a discount requires a separate agreement, which must be in text form.

5.

Insofar as the agreed prices are based on our list prices and delivery is to take place more than four months after the conclusion of the contract, our list prices valid at the time of delivery shall apply (minus an agreed percentage or fixed discount in each case).

6.

Invoices are to be paid within 30 days without any deduction, unless otherwise agreed in writing. The date of payment is determined by the date it is received by us. If the Client fails to pay on the due date, the outstanding amounts shall be subject to interest at 9% p.a. above the base interest rate from the due date; the assertion of higher interest rates and further damages in the event of delay shall remain unaffected.

7.

Offsetting against counterclaims of the Client or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established or result from the same order under which the delivery in question took place.

We are entitled to assign our claims against the Client to third parties.

8.

We shall be entitled to carry out or provide outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, we become aware of circumstances which are substantially liable to reduce the creditworthiness of the Client and which jeopardise the payment of outstanding claims on our part by the Client from the respective contractual relationship (including from other individual orders to which the same framework contract applies). In the event of delay in payment by the Client, we shall be entitled to make all claims against the Client due immediately. In the event of legal proceedings outside Germany, the Client shall bear all costs of extrajudicial and judicial assertion.

§ 5 Delivery and delivery time

1.

Deliveries shall be made ex works unless otherwise agreed in writing.

2.

The delivery deadline shall be agreed individually or specified by us upon acceptance of the order. If this is not the case, the delivery time shall be approx. 45 days from the conclusion of the contract. Deadlines and dates for deliveries and services that we have promised shall always apply only approximately, unless a fixed deadline or a fixed date has been expressly promised or agreed. Insofar as dispatch has been agreed, delivery deadlines and delivery dates, unless expressly stated otherwise by us, refer to the time of provision from our factory or when the handover to the forwarding agent, freight carrier or other third party commissioned with the transport takes place.

3.

The start of the delivery period presupposes that all technical questions have been clarified.

4.

We may – without prejudice to the Client's rights arising from the Client's default – demand from the Client an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the length of time during which the Client does not meet its contractual obligations towards us.

5.

We shall not be liable for the impossibility of the delivery or for delivery delays, insofar as these are caused by force majeure or other events which cannot be foreseen at the time the contract is concluded and for which we are not responsible (e.g. operational disruptions of any kind, difficulties in the procurement of materials or energy, delays in transport, strikes, lawful lockouts, lack of manpower, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the lack, incorrect or untimely supply by suppliers despite a congruent hedging transaction concluded by us). If such events significantly complicate or make the delivery or service impossible and the impediment is not only of a temporary duration, we shall be entitled to withdraw from the contract. In the event of obstacles of a temporary duration, the delivery or performance deadlines shall be extended or the delivery or performance dates postponed by the period of the impediment plus an appropriate lead time. Insofar as the Client cannot be expected to accept the delivery or service as a result of the delay, it can withdraw from the contract by means of an immediate written declaration to us.

6.

If there is no fixed transaction, the delay shall only be deemed to exist after a reminder has been issued and a reasonable grace period has expired.

7.

If we are in default of delivery for reasons for which we are responsible, the Client shall be entitled to demand lump sum compensation amounting to 3% of the delivery value, up to a maximum of 5% of the delivery value, for each completed week of delay. In addition, our liability is limited in accordance with § 10 of these General Terms and Conditions of Sale if we are in default with a delivery or service or if a delivery or service becomes impossible for us for any reason.

8.

We are only entitled to make partial deliveries if

- the partial delivery can be used by the Client within the scope of the contractual purpose,
- the delivery of the remaining ordered goods is ensured and
- the Client does not incur any significant additional expenditure or additional costs (unless we agree to bear these costs).

§ 6 Place of performance, shipping, packaging, transfer of risk, acceptance

1.

The place of performance for all obligations arising from the contractual relationship shall be our registered office, unless otherwise specified. If we also owe the installation, the place of performance shall be the location where the installation is to take place.

2.

The shipping method and packaging are subject to our due discretion.

3.

The risk is transferred to the Client at the latest with the handover of the delivery item (whereby the start of the loading process is decisive) to the freight forwarder, freight carrier or other third party intended to carry out the shipment, provided that the shipment has been agreed and we have not taken over transport or installation. If the shipment or the handover is delayed as a result of a circumstance for which the Client is responsible, the risk shall pass to the Client from the day on which the delivery item is ready for dispatch and we have notified the Client of this.

4.

Storage costs after transfer of risk shall be borne by the Client. In the event of storage by us, the storage costs shall be 0.25% of the invoice amount of the delivered items to be stored per expired week. The right of assertion and proof of further or lower storage costs remains reserved.

5.

We shall only insure the consignment against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the Client and at the Client's expense.

§ 7 Warranty, material defects

1.

The warranty period shall be one year from the date of delivery or, where acceptance is required, from the date of acceptance. This period does not apply to claims for damages by the Client arising from injury to life, body or health or from intentional or grossly negligent breaches of duty or fraudulent behaviour on our part or on the part of our vicarious agents, which in each case are time-barred according to the statutory regulations.

2.

The warranty claims of the Client presuppose that the Client has duly complied with its obligations under § 377 of the German Commercial Code (HGB) to inspect and to notify any defects.

At our request, a disputed delivery item must be returned to us carriage paid. In the event of a justified notification of defects, we shall reimburse the costs of the cheapest shipping route; this shall not apply insofar as the costs increase because the delivery item is located at a location other than the place of intended use.

3.

In the event of material defects in the delivered items, we shall be obliged and entitled, at our discretion within a reasonable period of time, to rectify the defect or to deliver a replacement. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the Client may withdraw from the contract or reduce the purchase price appropriately.

4.

If a defect is due to our fault, the Client may claim compensation under the conditions specified in § 10.

5.

In the event of defects in components from other manufacturers which we cannot rectify for reasons of licensing law or actual reasons, we shall, at our discretion, assert our warranty claims against the manufacturers and suppliers for the account of the Client or assign them to the Client. In the case of such defects, warranty claims against us shall only exist under the other conditions and in accordance with these General Terms and Conditions of Sale if the judicial enforcement of the above-mentioned claims against the manufacturer and supplier were unsuccessful or are futile, for example due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the Client against us shall be suspended.

6.

The warranty shall lapse if the Client changes the delivery item without our consent or has it changed by third parties and the elimination of defects is thereby made impossible or unreasonably difficult. In any event, the Client shall bear the additional costs of rectifying defects arising from the change.

7.

A delivery of used items agreed with the Client in individual cases shall be made without any warranty for material defects.

§ 8 Security of retention of title

1.

We reserve ownership of the delivered item until all payments from the delivery contract have been received. In the event of conduct by the Client that is contrary to the contract, in particular in the event of delay in payment, we shall be entitled to repossess the purchased goods. Repossession of the purchased item by us does not constitute a withdrawal from the contract, unless we have expressly declared this in writing. The seizure of the purchased item by us always means a withdrawal from the contract. We are authorised to make use of the purchased goods after they have been repossessed; the proceeds from the sale shall be offset against the Client's liabilities – minus appropriate costs for the sale.

2.

The Client is obliged to treat the purchased goods with care; in particular, it is obliged to insure them sufficiently at replacement value against fire, water and theft damage at its own expense. If maintenance and inspection work is required, the Client must carry out this in good time at its own expense.

3.

In the event of seizures or other interventions by third parties, the Client must notify us immediately in writing so that we can file a claim in accordance with § 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not able to reimburse us for the judicial and extrajudicial costs of a claim pursuant to § 771 ZPO, the Client shall be liable for the loss incurred by us.

4.

The Client is entitled to resell the purchased item in the ordinary course of business; however, the Client shall already at present assign all receivables to us to the amount of the final invoiced sum (including VAT) which it acquires on the basis of the resale towards its recipients or third parties, irrespective of whether the purchased item has been resold without or after processing. The Client shall remain authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the Client meets its payment obligations from the proceeds received, is not in default of payment and in particular no application for the opening of bankruptcy or settlement proceedings has been filed and no suspension of payment has taken place. However, if this is the case, we can demand that the Client informs us of the

assigned claims and their debtors, provides all the information required for collection, hands over the associated documents and informs the debtors (third parties) of the assignment.

5.

Processing, assembly with other products or transformation of the purchased item by the Client is always carried out for us. The Client's expectant right to the purchased item shall continue with the transformed item. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the objective value of our purchased item to the other processed items at the time of processing. The same applies to the goods resulting from processing as to the goods supplied subject to reservation.

6.

If the purchased item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the objective value of our purchased item 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 deemed to be agreed that the Client shall transfer proportional co-ownership to us. The Client shall keep the resulting sole ownership or co-ownership safe for us.

7.

The Client shall also assign to us the claims against it in order to secure our claims which arise against a third party from the connection of the purchased item with a piece of land.

8.

We undertake to release the securities to which we are entitled at the request of the Client insofar as the realisable value of our securities exceeds the claims to be secured by more than 10% or the nominal amount by more than 50%; we are responsible for selecting the securities to be released.

§ 9 Industrial property rights

1.

In accordance with this § 9, we are responsible for ensuring that the delivery item is free of industrial property rights or copyrights of third parties. However, if we deliver or manufacture according to actual specifications of the Client (e.g. according to a drawing), the Client must ensure that no third-party rights are infringed and that we are indemnified from such third-party claims.

Each contractual partner shall immediately notify the other contractual partner in writing if claims are asserted against it due to the infringement of such rights.

2.

In the event that the delivery item infringes an industrial property right or copyright of a third party, we shall, at our discretion and at our own expense, modify or replace the delivery item in such a way that no rights of third parties are infringed, but the delivery item continues to fulfil the contractually agreed functions, or provide the Client with the right of use by concluding a licence agreement with the third party. If we fail to do so within a reasonable period of time, the Client shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages by the Client are subject to the restrictions of § 10 of these General Terms and Conditions of Sale.

3.

In the event of infringements of rights caused by products from other manufacturers supplied by us, we shall, at our discretion, assert our claims against the manufacturers and sub-suppliers for the account of the Client or assign them to the Client. Claims against us in these cases shall only exist in accordance with § 9 if the judicial enforcement of the above-mentioned claims against the manufacturers and sub-suppliers have been unsuccessful or are futile, for example, due to insolvency.

§ 10 Liability to compensate where culpable

1.

Liability on our part for damages, regardless of the legal grounds, in particular for impossibility, delay, defective or wrong delivery, breach of contract, breach of obligations in contract negotiations and tort, is limited in accordance with § 10, insofar as fault is involved in each case.

2.

We shall not be liable in the event of simple negligence on the part of our organs, legal representatives, employees or other vicarious agents, insofar as this is not a breach of essential contractual obligations. Essential to the contract are the obligation to deliver and install the delivery item in good time, its freedom from defects in title as well as such material defects that affect its functionality or suitability for use more than insignificantly, as well as advisory, protective and care obligations which are intended to enable the Client to use the delivery item in accordance with the contract or to protect life and limb of the Client's staff or to protect its property from significant damage.

3.

Insofar as we are liable for damage in accordance with § 10 paragraph 2, this liability shall be limited to damage that we were able to foresee at the time of conclusion of the contract as a possible consequence of a breach of contract or which we should have foreseen if we had applied customary care. We shall not be liable for damage that has not occurred to the delivery item itself; in particular, we shall not be liable for lost profits or other financial damage suffered by the Client. In addition, indirect damage and consequential damage resulting from defects in the delivery item shall only be liable for compensation if such damage is typically to be expected when the delivery item is used for its intended purpose. The provisions of this para. 3 shall not apply in the event of deliberate or grossly negligent or fraudulent conduct by members of our executive bodies or senior employees.

4.

In the event of liability for simple negligence, our obligation to pay compensation for material damage and resulting further financial damage is limited to an amount of EUR 1 million per claim, even if it is a breach of essential contractual obligations.

5.

The above exclusions and limitations of liability apply to the same extent to the benefit of our organs, legal representatives, employees and other vicarious agents.

6.

Insofar as we provide technical information or advice and this information or advice does not belong to the contractually agreed scope of services owed by us, this shall be provided free of charge and to the exclusion of any liability.

7.

The limitations of this § 10 do not apply to liability on our part due to intentional conduct, in case of malice, for guaranteed qualities, for injury to life, body or health or pursuant to the Product Liability Act.

§ 11 Final provisions

1.

If the Client is a merchant, a legal person under public law or a special fund under public law, or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any possible disputes arising from the business relationship between us and the Client shall be the location of our Company's registered office or the registered office of the Client, at our discretion. In such cases, however, the Client's head office shall be the exclusive place of jurisdiction for actions against us. Mandatory statutory provisions regarding exclusive jurisdictions remain unaffected by this regulation.

2.

The relationships between us and the Client are exclusively subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 (CISG) does not apply.

3.

Insofar as the contract or these General Terms and Conditions of Sale contain loopholes, those legally effective provisions which the contractual partners would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Sale, if they had known the loophole, shall be deemed to have been agreed in order to fill these loopholes.