

General terms and conditions of sale

1. General area of applicability

- 1.1. Our terms and conditions of sale shall apply exclusively. Terms and conditions of the customer which conflict with our terms and conditions of sale or deviate from these are not recognised by us, unless we have expressly agreed to their applicability in writing.
- 1.2. All agreements which are concluded between us and the customer for the purpose of performance of this contract are recorded in this contract in writing.

2. Prices - payment terms

- 2.1. Unless otherwise stated in the order confirmation, our prices shall apply "ex-works", exclusive of packaging. Packaging will be charged for separately.
- 2.2. The statutory value added tax is not included in our prices. This will be stated separately in the invoice to the statutory amount on the day of invoicing.
- 2.3. The customer shall only have rights of set off if its counterclaims have been recognised by a court, are undisputed or have been acknowledged by us. In addition, the customer is only entitled to exercise a right of retention if its counterclaim refers to the same contractual relationship.
- 2.4. Payment deadline: 14 days net following the date of the invoice.

3. Delivery time

- 3.1. The compliance with our delivery obligations is subject to the timely and proper fulfilment of the obligations of the customer. The plea of non-fulfilment of the contract shall remain reserved.
- 3.2. Should the customer enter acceptance default or should it breach other co-operation obligations, we shall be entitled to demand reimbursement of the losses incurred by us as a result, including any additional expenses. Further claims shall remain reserved.
- 3.3. Should the requirements under point 2 be present, the risk of possible destruction or possible deterioration of the object of purchase shall be transferred to the customer at the time it enters acceptance default or debtor default.
- 3.4. We shall incur liability in accordance with the statutory provisions, should the underlying sales agreement be a fixed transaction as defined in §361 of the German Civil Code (BGB) or §376 of the German Commercial Code (HGB). We shall also incur liability in accordance with the statutory provisions should the customer be entitled to claim that its interest in the further performance of the contract has lapsed, due to delivery delay for which we are responsible.
- 3.5. We shall also incur liability in accordance with the statutory provisions should the delivery delay be due to an intentional or grossly negligent breach of contract for which we are responsible. We shall be responsible for any fault on the part of our representatives or vicarious agents. Unless the delivery delay is due to an intentional breach of contract for which we are responsible, our liability to pay damages shall be limited to losses which are foreseeable and occur typically.
- 3.6. We shall also incur liability in accordance with the statutory provisions should the delivery delay for which we are responsible be due to a culpable breach of an essential contractual obligation. However, in such a case, our liability to pay damages shall be limited to losses which are foreseeable and occur typically.
- 3.7. Should the delivery delay merely be due to a culpable breach of a non-essential contractual obligation, the customer shall be entitled to charge fixed delay compensation to the amount of 3% of the value of the delivery for each complete week, however the penalty may not amount to more than 15% of the value of the delivery.

4. Transfer of risk

- 4.1. Unless otherwise stated in the order confirmation, delivery "ex-works" is hereby agreed.
- 4.2. Should the customer so request, we will cover the delivery under transportation insurance. The costs of the insurance shall be borne by the customer.

5. Warranty for defects

- 5.1. The warranty rights of the customer require the customer to have properly complied with its inspection and complaints obligation in accordance with §§ 377, 378 of the German Commercial Code (HGB).
- 5.2. Should the object of purchase demonstrate a defect for which we are responsible, we shall be entitled to choose between improvement or a replacement delivery.
- 5.3. Should the supplementary performance fail, the customer shall have the choice between cancelling the contract (rescission) or reducing the purchase price (reduction). However, the customer shall not have a right of rescission in case of minor breaches of contract, in particular in case of minor defects.
- 5.4. Should the customer choose rescission of the contract due to a defect of title or material defect after unsuccessful supplementary performance, it shall not have any damages claims due to the defect in addition to rescission of the contract.
- 5.5. We shall incur liability in accordance with the statutory provisions, should the customer bring damages claims which relate to intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Unless an intentional breach of obligation can be attributed to us, the liability shall be limited to losses which are foreseeable and occur typically.
- 5.6. We shall incur liability in accordance with the statutory provisions, should we culpably breach an essential contractual obligation. However, in such a case, our liability to pay damages shall be limited to losses which are foreseeable and occur typically.
- 5.7. Otherwise, liability to pay damages shall be excluded. To this extent, we do not incur liability in particular for losses which are not connected to the object of delivery.
- 5.8. The mandatory provisions of the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected thereby.
- 5.9. The warranty period is 1 year, calculated from the time of transfer of risk. This period is a limitation period and also applies to damages claims of the customer due to a defect, unless fraudulent concealment can be attributed to us.

6. Overall liability

6.1. Further liability to pay damages which goes beyond that stated in point 5 is excluded, regardless of the legal nature of the claim being brought. This applies in particular to damages claims due to fault at the time of conclusion of the contract, positive breach of contract or due to liability in damages in accordance with § 823 of the German Civil Code (BGB).

6.2. Damages claims due to impossibility or failure shall remain unaffected.

6.3. The same applies should mandatory liability be incurred under the provisions of the German Product Liability Act (Produkthaftungsgesetz).

6.4. Should the liability to pay damages on our part be excluded or restricted, this also applies to the personal liability of our employees.

7. Reservation of ownership

7.1. We reserve ownership of the object of purchase until the receipt of all payments under the business relationship with the customer. In case of behaviour on the part of the customer which is in breach of contract, in particular in case of payment default, we are entitled to retake possession of the object of purchase. Our retaking possession of the object of purchase does not represent rescission of the contract, unless we have expressly declared such in writing. An attachment of the object of purchase by us shall always represent rescission of the contract. Once we have retaken possession of the object of purchase, we are entitled to dispose of it. The revenues from the disposal shall be set off against the liabilities of the customer, minus reasonable disposal costs.

7.2. The customer is obliged to treat the object of purchase with care. In particular, the customer is obliged to sufficiently insure the object of purchase against fire and water damage and theft to the replacement value at its own expense.

7.3. In case of attachments or other third party attacks, the customer must immediately inform us in writing, so that we can bring a lawsuit under § 771 of the German Code of Civil Procedure (ZPO). Should the third party not be in the position of being able to reimburse us the court costs and out of court costs in accordance with § 771 of the German Code of Civil Procedure (ZPO), the customer shall incur liability for the loss incurred by us.

7.4. The customer is entitled to resell the object of purchase in the course of ordinary business dealings. However, the customer hereby assigns to us all claims to the amount of the final invoice sum (including value added tax) of our claims, which are accrued by the customer against its consumers or third parties in connection with the resale, regardless of whether the object of purchase has been sold on without any subsequent processing. The customer remains entitled to collect the said claim, also following the assignment. Our authority to collect the claim ourselves remains unaffected thereby. However, we shall be obliged not to collect the claim, provided that the customer complies with its payment obligations in relation to the revenues received, does not enter payment default and, in particular, provided that no application for the opening of insolvency proceedings has been filed and payments have not been suspended. However, should this be the case, we can request that the customer provides us with notification of the assigned claims and their debtors, provides all necessary information for the collection, hands over the associated documents and informs the debtors (third parties) of the assignment.

7.5. The processing or alteration of the object of purchase by the customer shall always be carried out for us. Should the object of purchase be processed with other items which do not belong to us, we shall acquire co-ownership in the new item to the relationship of the value of the object of purchase (final invoice amount including value added tax) to the other processed items at the time of processing. Otherwise, the same shall apply to the item that is created due to the processing as applies to the object of purchase which is delivered under reservation.

7.6. Should the object of purchase be inseparably mixed with other items which do not belong to us, we shall acquire co-ownership in the new item to the relationship of the value of the object of purchase (final invoice amount including value added tax) to the other mixed items at the time of mixing. Should the mixing take place in such a way that the item of the customer is to be considered the principal item, it is hereby agreed that the customer will assign us pro-rata co-ownership. The customer shall retain for us the sole ownership or co-ownership which arose in such a way.

7.7. We shall be obliged to release the securities to which we are entitled following a request by the customer, to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%. We shall be responsible for selecting the claims to be released.

8. Place of jurisdiction, place of performance

8.1. The law of the Federal Republic of Germany shall apply. The provisions of the United Nations Convention governing the International Sale of Goods do not apply.

8.2. Should the customer be a merchant, our place of business shall be the place of jurisdiction. The same applies should the customer not have a general place of jurisdiction in Germany or should the place of residence or ordinary whereabouts of the customer not be known at the time of bringing the lawsuit. However, we are authorised to also bring a lawsuit against the customer at the competent court of its place of residence.

8.3. Unless otherwise stated in the order confirmation our place of business is the place of performance.

8.4. Should any individual provisions of the contract with the customer, including these general terms and conditions of business be or become ineffective in full or in part, the validity of the remaining clauses shall not be affected thereby. The provision which is ineffective in full or in part shall be replaced by a clause whose economic purpose corresponds as closely as possible to the ineffective provision.

9. Validity

9.1. The terms and conditions of sale apply with immediate effect.