

General sales and delivery terms

I. General

1. All deliveries and services are exclusively based on these general terms of business. Conditions differing from these terms are only valid upon expressed contractual agreement.
2. Any conditions enforced by the purchaser which differ from our general terms of business are not acknowledged by ourselves unless we have expressed our agreement to the validity of the conditions in writing. Our general terms of business are also exclusively valid, if we unconditionally execute the delivery or service to the purchaser in acknowledgement of opposing or different conditions by the supplier.

II. Offers

1. Orders or commissions are binding for the purchaser, entry into the contract is effected, by our own choice, through written confirmation of the order or through execution of the order or commission. Any offers we make must be accepted immediately and are always non-binding. The right to deliver and the right to prior sale are reserved in all cases.
2. The offer includes documents such as catalogues and other product information, illustrations, drawings, details on weights and dimensions and these are approximate standards if not expressly identified as binding. The supplier reserves all ownership and copyright laws for all documents and illustrations which are only allowed to be disclosed to third parties with the agreement of the supplier.

III. Extent and delivery

1. The written order confirmation from the supplier is decisive for the extent of the delivery. Additional agreements and changes require written confirmation from the supplier. A waiver against the necessity of the written form is only effective if made in writing and with expressed reference to this clause.
2. Protection equipment will only be delivered together with the goods if this is agreed. The purchaser covers the costs.

IV. Price and payment terms

1. Price
The prices are to be understood as ex works excluding packaging, insurance, assembly and VAT. Packaging and shipment are provided with the best discretion but this is not binding. Packaging will be calculated as costs. The purchaser covers all shipping costs. Should the delivery take place more than four months after entering the contract, the prices which are valid on the day of despatch will be invoiced; These must comply with § 315 BGB and must relate to the original price with consideration of the costs incurred by the customer.
2. Payment terms
Deliveries to any new customers are generally paid with cash on delivery. Invoices are due immediately without any cash discounts. If payments are deferred or paid later than the date due we reserve the right, without the need for an official arrears report, to charge and invoice interest on arrears according to valid legal conditions. The detention of payment is only permitted in cases without any contest or legally valid counterclaims, but is otherwise excluded. This is also valid of the commercial right to retention from §§ 369 to 372 of HGB. The purchaser cannot be cleared of our claims unless clearance of the claim is not contested or has been legally established. The acceptance of cheques is only against payments. Payment with a bill of exchange requires a special agreement. The acceptance of bills of exchange is only possible within the scope of this agreement. When accepting payment by bill of exchange, the bill and discount charges are to be covered by the purchaser. Responsibility for the punctual presentation of bills of exchange will not be accepted together with a guarantee for the punctual supply of the protest. The ownership of the delivered object transfers to the purchaser once complete payment is made or all bills of exchange are redeemed. The purchaser should insure the objects against fire and water damages up until the point of transfer.

V. Delivery time and replacement of damages for non-acceptance

1. The delivery time starts from the time of despatch of the order confirmation but not before the purchaser has provided any documents, authorisation, release documents or before payment of any deposit agreed.
2. The delivery time has been adhered to if the goods have left the factory before the date stated or if information has been provided about the goods being ready for despatch/collection. Should the agreed delivery time be exceeded, the purchaser must first send the supplier a request with an extension of at least three weeks and at most six weeks insofar as goods which have been made especially for the purchaser are involved or which the supplier does not

normally keep in stock. Further rights may first be asserted subsequently.

3. The delivery time extends appropriately upon occurrence of any unforeseen obstacles which are not the will of the supplier, whether they occur at the supplier's factory or due to sub-suppliers – e.g. operational disturbances, delays in the supply of basic raw materials and parts; as long as such obstacles are proven to have a significant influence on the production or supply of the object. The aforementioned circumstances are not the responsibility of the supplier if this occurs during a delay which already existed. The supplier will inform the purchaser as soon as possible about the beginning and end of these types of impediments.
4. The supplier is permitted to carry out and invoice deliveries through a sub-supplier.
5. If despatch is delayed upon the request of the purchaser, the payment is not allowed to suffer any postponement. In this case, the day upon which the goods are notified as ready for despatch counts as the date of the delivery. The costs for storage incurred from the date when the goods are notified as ready for despatch are to be covered by the purchaser. Once the goods are notified as ready for despatch, the transfer of risk is passed over to the purchaser according to paragraph VI, fig 2.
6. All purchaser claims due to delayed or late payment are excluded, unless the supplier has performed acts of intent or gross negligence. Any eventual claim is limited to a maximum of 10% of the value of the goods. If it is a custom-made product or one which the supplier does not normally keep in stock, the purchaser can only make use of their right to withdraw if they can prove that the purpose which the purchaser was pursuing in buying the goods has been significantly missed due to the goods which have been accepted despite the delay.
7. If the goods have been specially produced and can therefore not be used in any other way, upon unauthorised non-acceptance of the goods, the purchaser is liable to refund damages to the supplier for the full net value of the order according to paragraph IV, fig. 1, sentence 1. If the supplier demands any other refund of damages, this is charged at 30% of the net order value according to paragraph IV, fig. 1, sentence 1. Should the supplier permit the purchaser to step back from the contract before completion of production of the ordered goods, a minimum of 30 % of the net order value according to paragraph IV, fig. 1, sentence 1 is to be paid as compensation for lost revenue and the costs incurred. The amount for replacement of damages can be set lower or higher if the supplier proves that the damages were higher or if the purchaser proves that they were lower.

VI. Transfer of risk and acceptance

1. The risk transfers to the freight forwarder/carrier at the latest when the goods are handed over or is transferred from the supplier to the purchaser with despatch of the goods from the factory. This is also valid if partial deliveries are made or if the supplier has taken over responsibility for other services such as shipping costs or carriage and assembly.
Upon the request and cost of the purchaser, the supplier can insure the delivery against theft, breakage, transport, fire and water damages as well as other insurable risks.
2. Insofar as the installation, assembly or fitting of the goods by the supplier or their subcontractor has been agreed in a separate written agreement and the supplier has expressly agreed to bear the commodity risk until installation, assembly or fitting is completed, the purchaser shall arrange for the goods to be insured either by the purchaser themselves or a third party until installation, assembly or fitting by the supplier or their subcontractor is complete (for example by the builder or general contractor in the form of contractors' all risk / erection all-risk insurance), whereby the supplier must be the beneficiary of the insurance.
3. If despatch is delayed due to circumstances out of the control of the supplier, the transfer of risk is passed onto the purchaser once the goods are ready for despatch however the supplier is obliged to provide the necessary insurance upon request and cost of the purchaser if the purchaser demands this.
4. Delivered objects are, even if they display negligible defects, to be accepted by the purchaser irrespective of the rights stated in paragraph VIII.
5. Partial deliveries are permitted.

VII. Title retention

1. We remain owner of the delivery objects until receipt of all payments for the complete business relationships with the purchaser. The retention of the ownership title also extends to the

acknowledged balance, if we book our receivable amounts against the purchaser in a current invoice (open account clause).

2. The purchaser is entitled to sell the object in a correct business procedure.
3. The processing or handling of the object is carried out for the supplier. We purchase the ownership of the new product; the purchaser must safeguard this.
4. If the goods are inseparably mixed, blended or connected with other goods, we demand joint ownership of the new unit up to the proportion of the value our goods in relation to the value of the mixed or connected goods at the time of the mixing or blending.
5. If we purchase new property in cases according to the aforementioned figures 3 or 4, we transfer this immediately to the purchaser under the condition of receipt of complete payment of outstanding balances according to the previous fig. 1.
6. If an object delivered under retention of title is a fundamental part of a piece of land owned by the purchaser, the purchaser gives us the right to remove solvency until complete payment of outstanding balances according to the previous fig. 1. The costs of the removal in such cases are to be covered by the purchaser. If the land, which has become a fundamental part of the delivered object, is not the property of the purchaser, the purchaser is obliged to ensure that we receive the relevant removal law through a contractual agreement with the land owner.
7. The purchaser surrenders all claims from the resale of the delivery object or goods produced by processing or handling them. Claims for the resale of goods of which we have purchased joint ownership through mixing or blending with other goods, are surrendered by the purchaser at a sum relative to our joint ownership share for sold goods. If the purchaser sells goods which are our property or which we jointly own together with goods which are not our property or which we jointly own at a total price, the purchaser surrenders the proportion of the delivered objects according to the partial sum of the total sum to us.
8. The purchaser is authorised to retain the withdrawal of the surrendered claims from resale at all times. Upon our request, the purchaser is obliged to name the debtors, notify us of surrender and to provide us with the notification of surrender. If the purchaser complies with his payment duties, we will not disclose the surrender. If the value of our existing securities exceeds the claims by more than 30% we are obliged to release the securities of the purchaser's choice upon his request.
9. If it is not the purchaser's intention to carry out authorised resale of the delivery object or we demand assurance, the purchaser must insure the goods subject to the title of retention against the usual risks at an appropriate sum upon our request and at the cost of the purchaser. He must surrender all insurance claims to us. We are entitled to charge the insurance premiums to the purchaser.
10. If any seizures or any other third party intervention occurs, the purchaser must inform us immediately in writing, so that we can take legal action according to § 771 ZPO. If the third party is not capable of refunding the judicial and extra-judicial costs of legal action according to § 771 ZPO, the purchaser is liable for losses incurred by the supplier.
11. In the case of the existence or entry into a loan contract under seizure of the company inventory, the purchaser is obliged to ensure our ownership rights for the delivery objects which are not yet fully paid with the relevant credit institute.

VIII. Complaints

Obvious defects are to be informed by the purchaser to the supplier in writing within one week of receipt of the goods at the latest. Should the goods have hidden defects, the purchaser is obliged to report these on discovery without delay in writing. The report on the defects must contain the serial number of the product and a description of the extent and the nature of the defect. In addition, the purchaser must comply with the obligation to examine and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB). All warranty claims are rendered null and void should the purchaser not fulfil their obligation to investigate and object, unless the supplier has fraudulently concealed the defect.

IX. Liability for defects and delivery

1. Upon acceptance of justified complaints, the supplier is entitled to choose between redressing the fault or delivering replacement goods free of defects.
2. If the subsequent fulfilment is not successful, the purchaser is entitled to reduce the payment or withdraw from the contract.
3. Compensation claims of the purchaser's, regardless of their legal basis, are excluded insofar as nothing to the contrary has been agreed below. Insofar as we are legally compulsorily liable, liability for damage specifically exists for the following:
 - In cases of gross negligence on our part or on the part of one of our representatives or vicarious agents
 - In cases of gross negligence on our part or on the part of one of our representatives or senior employees
 - In case of culpable injury to life, limb or health
 - Due to the assumption of a guarantee

- In accordance with the provisions of the law on product liability or in case of culpable infringement of such contractual obligations which make orderly fulfilment of the contract at all possible and in the fulfilment of which the purchaser can therefore place their confidence (so-called cardinal obligations or major contractual obligations), whereby liability in these cases is limited to foreseeable losses typical of contracts of this kind.

4. The purchaser's claims and rights due to defects on newly produced goods lapse after a period of two years.
5. Any used goods are excluded from any liability for defects, as long as legally authorised.
6. Also excluded from the defects or warranty claims are wearing parts such as nozzles, seals, mechanical seals, heating elements, etc..
7. The purchaser's rights for defects assumes that the purchaser has complied with the terms of proper examination and rebuke obligations according to § 377 HGB.

X. The supplier's right to withdraw

For cases involving unforeseeable events included in paragraphs V, the general terms of sale and delivery, as long as they do not only change the economic meaning or the contents of the service insignificantly or have a significant effect on the supplier's business, and for the case subsequent impossibilities for the completion of the contract occur, the supplier has the right to withdraw from the contract completely or partially. Claims for replacement of damages by the purchaser due to such a withdrawal do not exist. If the supplier wants to make use of the right to withdraw, he must immediately inform the purchaser in writing as soon as the extent of the occurrence is clear. This also includes cases in the purchaser had also agreed on an extension to the delivery time.

XI. Force majeure

The supplier is entitled to withdraw from the contract or to delay agreed deliveries without it being possible to hold them liable for missing or defective delivery or default if the reasons for this lie outside of their sphere of influence such as war, unrest, civil war, terrorism, intervention by government or local authorities, fire, strikes, lockouts, export or import bans, power failures or other random events. In such a case, all claims by the purchaser are excluded.

XII. Data protection

According to § 33 (1) of the Federal Data Protection Laws we would like to point out that all customer and supplier information is processed by ourselves with the assistance of electronic data processing equipment.

XIII. Court of jurisdiction, valid law

For all disputes arising from the contractual relationship, legal action is to be raised in the court responsible for the main location (business residence) of the supplier as far as the purchaser is a registered commercial merchant. The supplier is also entitled to raise legal action against the purchaser in the court responsible for the purchaser's business residence. The legal relationship between the two contractual partners exclusively follows the valid laws in the Federal Republic of Germany with exclusion of the Hague convention on the contract for the international sale of goods.