

1. Validity

- 1.1. Deliveries and services of any kind and offers of the seller are made exclusively on the basis of these terms and conditions, namely for all types of contracts with registered traders, legal entities under public law and special funds under public law, not only for purchase contracts. These Terms and Conditions of Business shall apply to all future business relationships, even if they are not expressly agreed again. These terms and conditions shall be deemed to have been accepted at the latest on receipt of the goods or services. Deviations from these terms and conditions are only effective if confirmed by the seller in writing. Counter-confirmations of the buyer with reference to his business or purchasing conditions are hereby expressly objected to.
- 1.2. Amendments, additions, ancillary agreements, reservations or the cancellation of the contract in whole or in part require written confirmation by the seller to be valid. Assurances of any kind are only binding if expressly confirmed by the seller in writing; this also applies to information on product compatibility and properties. This also applies to drawings, illustrations, dimensions, weights or other performance data.
- 1.3. The contractual partner of the Seller shall be named Buyer in these General Terms and Conditions of Business, Delivery and Payment.

2. Offer, contract (order)

- 2.1. The Seller's offers are subject to confirmation and non-binding until the conclusion of the contract.
- 2.2. The buyer is bound to his order for one month. If the seller's order confirmation deviates insignificantly from the order and the seller could expect that the buyer has no objections to the deviation, the contract shall be concluded after the content of the order confirmation, unless the buyer objects immediately within 5 working days of the order confirmation at the latest. If the contract is not concluded due to a deviating order confirmation, the goods or services are nevertheless delivered by the seller and accepted by the buyer, the contract is thus deemed to be accepted on the basis of the order confirmation; a reservation of the buyer upon acceptance or acceptance is not recognized by the seller.
- 2.3. If an order confirmation is made later than one month after the order (subclause 2.2. sentence 1), the contract shall be deemed to be concluded unless the purchaser objects to the order confirmation without delay, at the latest within 14 days. Clause 2.2 sentence 3 applies accordingly.

3. Prices, shipping and packaging costs

- 3.1. The prices quoted in the Seller's order confirmation shall be exclusive of the respective statutory value added tax. All prices are ex warehouse, excluding freight and packaging. If the delivery date is later than 4 months after conclusion of the contract, a price increase is permissible if it is based on circumstances which did not occur until after conclusion of the contract, for example through price increases for raw materials or wage increases. Changes of the value added tax entitle both parties - also within the 4-month period - to the appropriate price adjustment.
- 3.2. Costs of packaging and shipment shall be borne by the buyer, unless these costs have been borne by the seller in writing ("free delivery"). Packaging, protective equipment and transport aids shall not be taken back unless otherwise agreed in writing. The seller is entitled, but not obliged, to insure deliveries on behalf and for the account of the buyer.

4. Terms of payment

- 4.1. Invoices are payable on the due dates stated in the invoice. The buyer bears the risk of the timely receipt of the invoice amount by the seller. A discount or other deduction from the invoice amount is inadmissible, unless the seller has agreed to this in writing. Unilateral declarations of the buyer to the discount or other deduction are not binding for the seller and are considered as expressly contradicted.
- 4.2. If the buyer does not pay in spite of the due date, the seller is entitled to charge interest of 2% above the respective discount rate of the Deutsche Bundesbank. If he is in arrears due to a reminder, the seller may charge interest of at least 5% above the respective discount rate of the Deutsche Bundesbank. Interest on arrears is to be set higher or lower if the seller proves a charge with a higher interest rate or the buyer proves a lower charge.
- 4.3. If the buyer fails to meet his payment obligations or stops making payments, the seller is entitled to demand payment of the entire remaining debt. In this case, the Seller shall also be entitled to demand advance payments or securities.
- 4.4. The buyer shall only be entitled to offset, withhold or reduce the purchase price, even if he has lodged notices of defects or counterclaims, if the seller has expressly agreed in writing or acknowledged the claim or if the counterclaims have been legally established. The buyer agrees to the offsetting of his claims and liabilities against the seller and his group companies.
- 4.5. Cheques and bills of exchange are not accepted as means of payment. Payments must be made in cash (Euro currency only) or as a free bank transfer for the seller.
- 4.6. The transport or other costs arising from the return of goods shall in any case be borne by the buyer. The buyer can only demand the reshipment of the returned goods after complete settlement of all claims

5. Retention of title

- 5.1. Until all of the seller's (including balance) claims against the buyer and his group companies, whether now or in the future, have been settled, the seller will be granted the following securities, which he will release upon request and at his discretion, provided that their value exceeds the claims by more than 20% in the long term
- 5.2. The goods remain the property of the seller. Processing or transformation is always carried out on behalf of the seller as manufacturer, but without any obligation for him. If the Seller's ownership expires through combination, it is hereby agreed that the Buyer's ownership of the uniform item shall be transferred to the Seller on a pro rata value basis. The buyer shall keep the seller's property free of charge. Goods to which the seller is entitled to ownership are hereinafter referred to as reserved goods.
- 5.3. The buyer is entitled to process and sell the reserved goods in the ordinary course of business as long as he is not in default with his payment obligations. Pledging or transfer by way of security is not permitted. The claims arising from the resale or any other legal reason (e. g. insurance event, tort) with regard to the reserved goods are hereby assigned by the buyer to the seller in their entirety as security and the buyer revocably authorizes the buyer to collect the claim assigned to the seller in his own name for the seller's account. Upon the Seller's request, the Buyer shall disclose the assignment and provide everyone with the necessary information and documents.
- 5.4. In the event of access by third parties or imminent access to the reserved goods by third parties, the Buyer shall draw attention to the Seller's ownership and inform the Seller immediately. Costs and expenses shall be borne by the buyer.
- 5.5. In the event of breach of contract by the buyer - in particular default of payment - the seller is entitled to take back the reserved goods at the buyer's expense or, if necessary, to demand assignment of the buyer's claims for restitution against third parties. The taking back or seizure of the goods subject to retention of title by the purchaser does not constitute a withdrawal from the contract, unless the law on instalment payments applies.
- 5.6. The agreed retention of title cannot be effectively excluded by the buyer.

6. Delivery, performance time and delivery quantity

- 6.1. Unless expressly agreed otherwise in writing, the dates and deadlines stated by the Seller shall be regarded as approximate delivery and performance times. The seller is entitled to make partial deliveries at any time to a reasonable extent. Delivery dates or delivery periods that can be agreed as binding or non-binding must be stated in writing.
- 6.2. In the event of force majeure and other unforeseeable, extraordinary and unintentional circumstances - e. g. difficulties in procuring materials, operational disruptions, strikes and/or lockouts at the seller's or third parties' premises, lack of means of transport, official access, power supply problems, etc. - even if they occur with pre-suppliers, the delivery period shall be extended to a reasonable extent if the seller is thereby prevented from fulfilling his obligations in due time. If delivery or performance becomes impossible or unreasonable due to the aforementioned circumstances, the supplier shall be released from its obligation to perform. If the delay in delivery lasts longer than 2 months, the buyer is obliged to withdraw from the contract. If the delivery time is extended or if the seller is released from the delivery obligation, the buyer cannot derive any claims for damages from this. The seller can only invoke the circumstances mentioned above if he informs the buyer immediately.
- 6.3. Insofar as the seller is responsible for the non-compliance with bindingly promised deadlines and dates or is in default, the buyer shall be entitled to compensation for delay in the amount of ? % for each completed week of delay, but in total, however, up to a maximum of 5% of the invoice value of the goods and services affected by the delay. Any further claims, in particular claims for damages of any kind whatsoever, are excluded unless the seller acted intentionally or grossly negligently.
- 6.4. In the case of custom-made products and only for these, the delivery quantity may exceed or fall short of the ordered quantity by 10%. In these cases, a price change with regard to the total goods does not occur in these cases.

7. Place of performance, transfer of risk

- 7.1. The place of performance is the registered office of the seller in 64807 Dieburg, Germany
- 7.2. The risk of loss of the delivery or service is transferred to the buyer
- in the case of dispatch, even if the seller dispatches with his own vehicles, as soon as the seller has handed over the goods or services to be dispatched to the freight forwarder, carrier or other persons or institutions designated for dispatch;
 - if the buyer picks up the goods or services, with provision and dispatch of the notification of readiness for delivery
 - always as soon as the notification of readiness for dispatch is received.
- 7.3. Shipment of the goods or services within Dieburg is also a shipment purchase. Section 7.2 applies.

8. Warranty

- 8.1. The Seller warrants that the products are free of manufacturing defects. The warranty period is 24 months; if the law permits a shorter period, this is valid. The warranty period begins with the date of delivery. If the Seller's operating, maintenance or assembly instructions are not followed or changes are made, any warranty shall lapse. The sale of the goods is also subject to the condition that the buyer has inspected and tested the goods before they are used in production with regard to their application and technical properties and has not found any defects whatsoever.
- 8.2. The rejected parts are to be repaired or replaced free of charge at the seller's discretion if they are unusable as a result of a circumstance prior to the transfer of risk, in particular due to defective or defective production, or if their usability has been significantly impaired. In the event of unsuccessful rectification of defects, the buyer may withdraw from the contract; further-reaching claims, in particular for damages, shall not exist. Warranty claims are excluded if changes or repairs have been made to the defective items without express consent.
- 8.3. If samples of products are made available to the Buyer for specific purposes and subsequently ordered by the Buyer, the Buyer shall not be entitled to any warranty rights if it subsequently becomes apparent that the products supplied are not suitable for the specific purpose.
- 8.4. Only the direct buyer is entitled to warranty claims against the seller and are not transferable. The above paragraphs contain the warranty for the seller's products and services and exclude all other warranty claims of any kind.

9. Obligation to examine and give notice of defects

The Buyer shall inspect the goods or services immediately upon receipt at the place of destination (in the case of collection at the place of performance) and, if a defect arises, notify the Seller immediately. This shall also apply if goods or services other than the stipulated goods or services or a quantity other than the stipulated quantity has been delivered and the seller had to consider the approval of the buyer to be excluded. If an immediate investigation and complaint cannot be made immediately in the ordinary course of business, however, it must be made within 7 days at the latest. In the case of hidden defects, the complaint must be made without delay, at the latest within 7 days after the defect or defectiveness has been discovered.

10. Limitation of liability, statute of limitations

Claims for damages arising from impossibility of performance, positive breach of contract, culpa in contrahendo and tort are excluded against the seller as well as against his vicarious agents or assistants subject to the provision in clause 6.3, as far as there is no intentional or grossly negligent act. The above-mentioned claims shall be subject to the limitation periods of §§ 477,638 BGB (German Civil Code). Claims for compensation of indirect damage and contractual penalty are excluded

11. Tools

Tools, including those produced in the customer's order, shall in any case remain the property of the seller. The seller undertakes to keep these tools for two years

12. Final provisions

- 12.1. The legal relations between seller and buyer are subject to the substantive law of the Federal Republic of Germany. The uniform law on the conclusion of international sales contracts for movable property of 17.07.1983 (BGB1 1,868) and the uniform law on the international purchase of movable property of 17.07.1983 (BGB1 1,856) do not apply.
- 12.2. To the extent permitted by law, Frankfurt am Main, Germany shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
- 12.3. Should a provision in these terms and conditions or a provision within the scope of other agreements be or become invalid, this shall not affect the validity of the remaining provisions and agreements.
In such a case, the Seller and the Buyer undertake to replace the invalid provisions with valid agreements that come closest to the invalid provisions in terms of their economic content.

The General Terms and Conditions of Business, Delivery and Payment are valid from first of January 2002 onwards until other notice