

General terms of delivery and payment between two companies

I. Scope

1. The following conditions of sale apply to all contracts concluded between the buyer and us for the delivery of goods. They also apply to all future business relationships, even if they are not expressly agreed again. Deviating conditions of the buyer, which we do not explicitly recognize, are not binding for us, even if we do not expressly contradict them. The following conditions of sale shall apply even if we unconditionally carry out the buyer's order in knowledge of conflicting or divergent terms and conditions of the buyer.
2. All agreements made between the buyer and us for the execution of the purchase agreements are laid down in the contracts.
3. Agreements made between the contractual parties in an individual case (including side agreements, additions and changes) shall in any case take precedence over these terms and conditions.
4. Our offers are only for commercial customers. Consumers within the meaning of § 13 BGB are not supplied.

II. Offer and conclusion of contract

1. An order of the buyer, which can be qualified as an offer to conclude a sales contract, we can accept within two weeks by sending an order confirmation or by sending the ordered products within the same period.
2. Our offers are non-binding, unless we have expressly designated them as binding.
3. We reserve our ownership, copyright and other property rights to all illustrations, calculations, drawings and other documents. The buyer may only pass these on to third parties with our written consent, regardless of whether we have marked these as confidential.

III. terms of payment

1. Our prices are ex works without packaging, unless otherwise stated in the order confirmation. Our prices do not include VAT. These will be shown separately in the statutory amount on the day of invoicing on the invoice.
2. A discount deduction is only permitted in the case of a special written agreement between us and the buyer. The purchase price is net (without deductions) immediately upon receipt of the invoice from the buyer for payment, as far as the order confirmation no other payment. A payment is deemed to be made only when we can dispose of the amount. In the case of check payments, the payment is deemed to have been made when the check is cashed.
3. If the buyer defaults on payment, the statutory provisions apply.
4. The buyer is only entitled to offset, even if complaints or counterclaims are asserted, if the counterclaims have been legally established, acknowledged by us or are undisputed. The buyer is only authorized to exercise a right of retention if his counterclaim is based on the same contractual relationship.

IV. Delivery and service time

1. Delivery dates or deadlines that have not been expressly agreed as binding, are only non-binding information. The delivery time specified by us does not begin until the technical questions have been clarified. Likewise the buyer has to fulfill all obligations incumbent on it properly and in time.
2. Is the underlying purchase agreement a fixed transaction i.S.v. § 286 Abs. 2 Nr. 4 BGB or § 376 HGB, we are liable according to the legal provisions. The same applies if the buyer is entitled, as a result of a delay in delivery for which we are responsible, to assert his loss of interest in the further performance of the contract. In this case, our liability is limited to the foreseeable, typically occurring damage, if the delay in delivery is not due to a deliberate violation of the contract for which we are responsible, whereby a fault of our representatives or vicarious agents is attributable to us. Likewise, we are liable to the buyer in case of default of delivery according to the legal provisions, if this is based on an intentional or grossly negligent breach of the contract for which we are responsible, whereby a fault of our representatives or vicarious agents is

attributable to us. Our liability is limited to foreseeable, typically occurring damage, if the delay in delivery is not due to a deliberate violation of the contract for which we are responsible.

3. In the event that a delay in delivery for which we are responsible is based on the culpable breach of a material contractual duty, whereby we are to blame for our representatives or vicarious agents, we are liable in accordance with the statutory provisions with the proviso that in this case the liability for damages the predictable, typically occurring damage is limited.

4. Otherwise, in the event of a delay in delivery for which we are responsible, the buyer may claim a lump-sum compensation i.H.v. for each completed week of delay. 3% of the delivery value, but no more than 15% of the delivery value.

5. Any further liability for a delay in delivery for which we are responsible is excluded. The further legal claims and rights of the buyer, which he is entitled to in addition to the claim for damages due to a delay in delivery for which we are responsible, remain unaffected.

6. We are entitled to partial deliveries and partial services at any time, as far as this is reasonable for the customer.

7. If the buyer is in default of acceptance, we are entitled to demand compensation for the resulting damage and any additional expenses. The same applies if the buyer culpably violated obligations to cooperate. With the arrival of the acceptance or debtor delay, the risk of accidental deterioration and accidental loss passes to the buyer.

V. Transfer of risk, shipping, packaging

1. Loading and shipping are uninsured at the risk of the buyer. We will make every effort to take into account the wishes and interests of the buyer with regard to the shipping method and shipping route; Any additional costs resulting therefrom - even if the freight delivery is agreed upon - shall be borne by the purchaser.

2. We do not take back transport and all other packaging in accordance with the Packaging Ordinance; except pallets. The buyer has to arrange for the disposal of the packaging at his own expense.

3. If the shipment is delayed on request or for the fault of the buyer, we store the goods at the expense and risk of the buyer. In this case, the display of readiness for shipment is the same as the shipping.

4. At the request and expense of the buyer, we will secure the delivery by a transport insurance.

VI. Material and legal defects, liability

1. Claims for defects of the purchaser shall only exist if the purchaser has duly fulfilled his inspection and complaint duties owed in accordance with § 377 HGB.

2. In the case of legitimate complaints, we are obliged to remedy the defect, excluding the rights of the buyer, to withdraw from the contract or to reduce the purchase price (reduction), unless we are entitled to refuse supplementary performance due to the statutory provisions. The buyer has to grant us a reasonable period for supplementary performance. The supplementary performance can be made at the option of the buyer by eliminating the defect (repair) or delivery of a new product. In the case of removal of the defect, we bear the necessary expenses, insofar as these do not increase, because the object of the contract is located at a place other than the place of performance. If the supplementary performance has failed, the buyer can demand a reduction of the purchase price (reduction) or declare the withdrawal from the contract. The rectification of defects shall be deemed to have failed with the second unsuccessful attempt, unless further remedial attempts are reasonable on the basis of the subject matter of the contract and are reasonable for the buyer. The purchaser can only assert claims for compensation for the following conditions due to the defect if the supplementary performance has failed. The right of the buyer to assert further claims for damages under the following conditions remains unaffected.

3. The warranty claims of the buyer expire one year after delivery of the goods to the buyer, unless we have fraudulently concealed the defect; In this case the legal regulations apply. Our obligations under Section VI, para. 4 and Section VI para. 5 remain unaffected.

4. We are obliged according to the legal regulations to take back the new goods or to reduce (decrease) the purchase price even without the otherwise necessary deadline if the buyer of the buyer as a consumer of the sold new movable thing (consumer purchase) because of the lack of these goods against the buyer, the return

of the goods or the reduction (reduction) of the purchase price could demand or the buyer a similar resulting recourse claim is made. In addition, we are obliged to reimburse Buyer's expenses, in particular transport, travel, labor and material costs, which the latter had to bear in relation to the final consumer as part of the supplementary performance due to a defect in the goods by us at the time the risk passed to us, The claim is excluded if the buyer has not duly fulfilled his obligation to inspect and complain under § 377 HGB.

5. The obligation under Section VI, para. 4 is excluded, as far as it concerns a lack on account of advertising statements or other contractual arrangements, which do not originate from us, or if the buyer has made a special guarantee to the final consumer. The obligation is also excluded if the purchaser himself was not obliged to exercise the warranty rights vis-à-vis the end user on the basis of statutory provisions or did not make this complaint in relation to a claim made to him. This also applies if the purchaser has assumed warranties towards the end user that exceed the legal requirements.

6. We are liable regardless of the following limitations of liability according to the statutory provisions for damage to life, limb and health, which are based on a negligent or intentional breach of duty by us, our legal representatives or agents, as well as for damages resulting from liability under the Product Liability Act. For damages which are not covered by sentence 1 and which are based on intentional or grossly negligent breaches of contract and malice by us, our legal representatives or our vicarious agents, we are liable in accordance with the statutory provisions. In this case, however, the liability for damages is limited to foreseeable, typically occurring damage insofar as we, our legal representatives or our vicarious agents have not acted intentionally. To the extent that we have provided a texture and / or durability guarantee with respect to the goods or parts thereof, we are also liable under this warranty. However, we are only liable for damage resulting from the lack of guaranteed quality or durability, but not directly to the goods, if the risk of such damage is clearly covered by the guarantee of quality and durability.

7. We are also liable for damages caused by simple negligent breach of such contractual obligations, the fulfillment of which enables the proper execution of the contract in the first place and on whose observance the buyer regularly trusts and can trust. However, we are only liable if the damage is typically associated with the contract and foreseeable.

8. A further liability is excluded regardless of the legal nature of the asserted claim, this also applies in particular to tort claims or claims for compensation of futile expenses instead of performance; this does not affect our liability according to section IV no. 2 to Section IV para. 5 of this contract. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, employees, employees, representatives and vicarious agents.

9. Claims for damages of the buyer due to a defect become statute-barred one year from delivery of the goods. This does not apply in the case of us, our legal representatives or vicarious agents culpable injury to life, limb or health, or if we, our legal representatives have acted willfully or grossly negligent, or if our simple vicarious agents have acted willfully.

VII. Retention of title

1. Until the fulfillment of all claims, including all balance claims from current account, which we are entitled to the buyer now or in the future, the delivered goods (reserved goods) remain our property. In the case of the buyer's behavior contrary to the contract, e.g. Default of payment, we have the right to take back the reserved goods after setting a reasonable deadline. If we take back the reserved goods, this represents a withdrawal from the contract. If we lodge the reserved goods, this is a withdrawal from the contract. We are entitled to use the retained goods after the return. After deduction of a reasonable amount for the exploitation costs, the proceeds of the realization shall be offset against the amounts owed to us by the purchaser.

2. The buyer must treat the reserved goods with care and insure them sufficiently at their own cost against fire, water and theft damage as new value. Maintenance and inspection work that becomes necessary must be carried out in good time by the buyer at his own expense.

3. The Buyer is entitled to sell and / or use the reserved goods properly in the course of business transactions, as long as he is not in default of payment. Pledges or collateral assignments are inadmissible. The purchaser hereby assigns to us in full the claims arising from the resale or any other legal reason (insurance, tort) with respect to the reserved goods (including all balance claims from current account) as a security to the full

extent; We accept the assignment. We authorize the buyer revocably to collect the claims assigned to us for his account in his own name. The direct debit authorization can be revoked at any time if the buyer does not meet his payment obligations properly. For the assignment of this claim, the buyer is not entitled to collect debts by way of factoring, unless it is at the same time justified the obligation of the factor, the consideration in the amount of the claims as long as directly to us to effect, as yet claims from us against the buyer.

4. Any processing or transformation of the reserved goods by the buyer will be made for us. Insofar as the reserved goods are processed with other items not belonging to us, we acquire the co-ownership of the new item in proportion of the value of the reserved goods (final invoice amount including value added tax) to the other processed items at the time of processing. The same applies to the new object created by processing as to the reserved goods. In the case of inseparable mixing of the reserved goods with other, not belonging to us property, we acquire co-ownership of the new thing in proportion of the value of the goods subject to retention (final invoice amount including VAT) to the other mixed items at the time of mixing. If the buyer's item is to be regarded as the main item as a result of the mixing, the buyer and we agree that the buyer assigns proportional co-ownership to us in this case; We hereby accept the transfer. Our so-called sole or co-ownership of a thing the buyer keeps for us.

5. In the event of access by third parties to the reserved goods, in particular seizures, the buyer will point out our ownership and inform us immediately so that we can enforce our property rights. Insofar as the third party is not in a position to reimburse us for any judicial or extrajudicial costs incurred in this connection, the buyer is liable for this.

6. We are obliged to release the securities to which we are entitled to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%, and it is up to us to select the securities to be released.

VIII. Place of Performance, Jurisdiction, Applicable Law

1. Place of fulfillment and place of jurisdiction for deliveries and payments (including check and bill of exchange claims) as well as all disputes between us and the buyer arising from the purchase contracts concluded between us and him is our registered office. However, we are entitled to sue the buyer at his place of residence and / or business.

2. The relations between the contracting parties are governed exclusively by the law applicable in the Federal Republic of Germany. The application of the UN Sales Convention is excluded.