

General Terms and Conditions of Sale and Delivery

1. Scope

(I) The Terms and Conditions of Sale and Delivery shall only apply to traders as defined in § 310 I BGB [German Civil Code].

(II) The following Terms and Conditions of Sale and Delivery shall apply to all sales contracts entered into with us. They shall also apply to all subsequent business, even if this is not indicated upon conclusion of the contracts.

(III) The buyer's conflicting acknowledgements with reference to its own general terms and conditions are hereby expressly excluded. Our Terms and Conditions of Sale and Delivery shall also apply if we make the delivery without reservation to the buyer or an appointed third party in the knowledge of conflicting conditions or conditions deviating from our Terms and Conditions of Sale of the buyer.

2. Quotations and placement of an order

Our quotations are non-binding in terms of all of the information contained therein. The features and properties of the goods sold shall be stated for information purposes only.

3. Prices

(I) All prices agreed with us are quoted net of value added tax. The buyer shall bear any value added tax accrued in connection with our deliveries, regardless of whether said tax is for principal, ancillary or additional receivables. All deductions, discounts etc. granted by us shall be calculated in the prices excluding value added tax.

(II) The contractually agreed prices are valid for a period of four months as of the conclusion of the contract. If we deliver later as agreed in the contract or if we deliver late for reasons beyond our control, we may request from the buyer that new prices are set due to the increased costs we incur. If we do not reach an agreement with the buyer regarding the amount of the new prices to be set, we may either deliver at the originally agreed prices or withdraw from the contract.

4. Dispatch and risk assumption

The risk is passed to the buyer as soon as we have handed over the goods to the carrier or another commissioned transport agent. If we have the goods sent directly from the manufacturing location, the risk is passed to the buyer as soon as the manufacturer has handed over the goods to the carrier or another commissioned transport agent. If the goods are ready to be sent and dispatch is delayed for reasons beyond our control, the risk is passed to the buyer as soon as the buyer has received notice that the goods are ready to be dispatched. This shall not apply if we culpably breach a significant contractual obligation or a material obligation.

5. Delivery

(I) The stated delivery times and deadlines are only binding if they are expressly indicated as binding in writing. Delivery deadlines shall begin on the day the order confirmation is sent and shall be deemed met if the goods have left our warehouse or the manufacturer's factory by the end of the delivery time.

(II) If the delivery is delayed, the buyer is only entitled to withdraw from the contract if we have been given an appropriate final deadline of at least four weeks in writing from the buyer and this deadline has lapsed without us making the delivery. Dissolution rights of the buyer in the case of a breach of obligation for which we are responsible shall remain unaffected.

(III) Claims for compensation resulting from delays are limited to 5% of the purchase price provided the typically foreseeable damages do not exceed this amount. Extended liability pursuant to § 287 BGB is excluded.

(IV) In cases of strikes, lockouts, breakdowns, force majeure or other factors beyond our control that prevent delivery, we are entitled to extend the delivery date appropriately or to withdraw from the contract. The buyer may only withdraw from the contract for this reason if the delivery is delayed by more than two months after the scheduled date.

(V) In the absence of any instructions from the buyer, the method of delivery chosen shall be the most cost-effective, using our best judgement and without guarantee.

6. Payment

(I) If no special arrangements have been made with the buyer, our payment claims shall fall due when the buyer receives the goods and in the case of section 4 sentence 3, when the buyer receives the notice that the goods are ready to be dispatched, unless the reasons for the delay of payment are beyond the control of the buyer.

(II) Should we accept bills of exchange, honouring the bill of exchange shall initially be deemed as payment. The buyer shall bear and immediately pay any discount charges as well as all other charges including the value added tax incurred. We are not responsible for the timely presentation, protestation or retraction of bills of exchange or cheques.

(III) Our travelling parties and representatives are not entitled to accept payments.

(IV) In the case of late payments by the buyer, the buyer shall undertake to pay interest in the amount of 8 percentage points above the respective discount rate of the European Central Bank from the day that our receivables fall due without us having to remind the buyer thereof. We reserve the right to claim further damages. If the buyer falls behind with a payment by more than four weeks or bills of exchange or cheques are not properly honoured or if there is justified doubt regarding the ability of the buyer to pay (particularly in the case of insolvency or if an application for composition proceedings or insolvency proceedings is filed), all of the buyer's bills payable to us shall fall due even if we have accepted bills of exchange with a longer period of validity. Furthermore, we are entitled to demand a guarantee for all of our receivables and to only make outstanding deliveries against advance payment. In the case of insolvency, we may also withdraw from all contracts that have not yet been fulfilled by the parties two weeks after setting the extension period.

7. Offsetting, right of retention

Compared to our payment claims, offsetting is not permitted with counterclaims of any kind unless this is undisputed and established as final and absolute by a court. This shall also apply from exercising the right of retention based on counterclaims.

8. Inspection and return of the goods

(I) The buyer shall immediately inspect the goods upon receipt, establish any damages or losses and inform us thereof immediately in writing.

(II) Damages that are not apparent must be reported to us in writing within eight days after said damages were discovered, or at the latest within one year after delivery. § 438 II BGB remains unaffected.

(III) In each case the buyer may return goods delivered by us only after we have given our prior consent in writing.

9. Compensation for damages and warranty

(I) If we carelessly breach our obligations, this shall not make us liable for damages or for consequential damages of a defect. After the risk has been transferred, we are not liable in any way unless we caused the damage based on a breach of obligation.

(II) We are liable pursuant to legal provisions if we culpably breach a significant contractual obligation or a material obligation. The same applies if the buyer is entitled to claims for compensation for damages instead of the delivery.

(III) Our liability in the case of culpable breach of obligation is limited to typically occurring foreseeable damages.

(IV) For each warranty claim, we shall be entitled to make repairs or to send a replacement. Only in the event that repairs or replacements fail, the buyer shall have the right to demand a reduction in the fee or withdraw from the contract.

(V) This shall be without prejudice to liability from injury to life, limb or health as well as liability pursuant to the Product Liability Act.

(VI) No warranty disclaimer and warranty limitation clauses shall apply provided there is product liability insurance coverage for material damages.

(VII) The aforementioned liability limitations shall also apply in favour of our legal representatives, executives and subcontractors/vicarious agents.

10. Retention of ownership

(I) All goods delivered by us shall remain our property until all receivables due from the business relationship with the buyer are settled.

(II) The buyer may resell the goods subject to retention of ownership to us up to full payment of the purchase price as part of its proper business operation by transferring the retention of ownership. The buyer hereby assigns to us in advance all receivables including all ancillary rights that it acquires from selling the goods subject to retention of ownership to third parties and we shall accept the assignment. The buyer may retract the receivable assigned to us and shall pay us the proceeds. We are entitled to disclose the assignment to third parties at any time and demand that we receive payment.

(III) If we so request, the buyer must notify third parties of the assignment and transfer to us all statements and documents necessary to claim the receivable. If the buyer's conduct breaches the contract, particularly if payments are late, or if there is justified doubt regarding the ability of the buyer to pay (for example, in the case of insolvency or if an application for composition proceedings or insolvency proceedings is filed), we may prohibit the buyer from reselling or using the goods subject to retention of ownership and repossess the goods. The buyer herewith agrees for us to enter its warehouse and business premises for this purpose. Taking back goods subject to retention of ownership shall only constitute our withdrawal from the contract if we expressly declare this in writing; the same applies if we seize the goods subject to retention of ownership. If the value of the goods subject to retention of our ownership and that of the receivables assigned to us from third parties exceeds our receivables from the buyer by more than 25%, at the buyer's request we shall release as many receivables and goods subject to retention of ownership at our discretion so that our over-collateralisation does not exceed 25%. The buyer shall undertake to inform us immediately of any access of third parties to the goods subject to retention of ownership and to the receivables assigned to us. If damages are incurred to the goods subject to retention of ownership as a result of access to the goods by third parties, the buyer shall reimburse us for said damages. The buyer shall additionally bear all costs resulting from our intervention to enforce our ownership rights. The buyer shall undertake to adequately insure the goods delivered under retention of ownership against damages at its own costs. The buyer shall hereby assign its receivables from these insurance contracts to us in advance.

11. Place of performance, place of jurisdiction, partial effectiveness

(I) The place of performance is our registered office.

(II) The place of jurisdiction for all claims and liabilities arising from the business relationship including receivables from bills of exchange and cheques is Heilbronn, Germany.

(III) If one or more of the provisions in these General Terms and Conditions of Sale and Delivery or in the contracts that will include said General Terms and Conditions, are or become invalid, this shall not affect the validity of the remaining provisions of these General Terms and Conditions of Sale and Delivery or of the contracts. The remaining provisions are to be understood in such a way that the economic purpose of the General Terms and Conditions of Sale and Delivery and the contracts is guaranteed.