

## I. General

- The following Terms and Conditions apply to all legal relationships between us and our customers and suppliers (hereinafter "Customers").
- Conflicting, diverging or supplementary terms and conditions of the Customer, even if acknowledged, shall not be part of this contract, unless their validity is expressly agreed.
- These terms and conditions shall also apply to all future offers, deliveries and services between the parties, even if they are not again agreed to separately.

## II. Offer, conclusion of contract

- Our offers are subject to change without notice and are non-binding.
- All contracts for goods and services and all other agreements and legally relevant declarations must be confirmed by us in writing or by fax to be legally effective. This also applies to supplements and amendments.
- We are entitled to accept contract offers from our Customers within two weeks of receipt.
- Quantity, quality and description of as well as any specification of the goods shall correspond to our offer (if accepted by the Customer) or the Customer's order (if this is accepted by us).
- The Customer must check the order confirmation received from us immediately and inform us of any complaints immediately in writing. Defects that arise from the failure of the Customer to carry out this inspection are not covered by warranty.
- The Customer shall assume responsibility with regard to the accuracy of the order and shall be responsible for providing us with any required information regarding the ordered goods within a reasonable time so that the order can be executed according to contract.
- If the products must be manufactured or otherwise processed or finished by us and if the Customer has submitted specifications to this effect, the Customer shall indemnify us for any loss, damages, costs or other expenses that we must pay or are ready to pay because the contractual processing or finishing of goods to the specification of the Customer has infringed upon a patent, copyright, trademark or other intellectual property rights held by a third party.
- Typical commercial deviations and those that may be performed due to legal regulations or that represent technical improvements are permitted, provided they do not affect the usability for the contractually intended purpose.
- We retain all property rights to or copyright on all offers made, estimates, drawings made available to the Customer, calculations, descriptions, models, tools and other documents, tools and auxiliary materials. The Customer may not make these items available to third parties or report, use or reproduce them without our explicit consent. He must return the same to us on demand in full and without making copies.
- Returns of defect-free items that we have delivered are allowed only if we have granted prior consent to the return in writing or by fax. Permission to return is always under the condition that the goods are properly packaged for the return and remain undamaged and saleable. For the return of such defect-free goods, the Customer shall pay us a handling fee of 15 percent of the sales price. Returns that have not been confirmed by us shall be deemed to be sales and must be paid for by the Customer. We may at any time ship such returns back to the customer at his expense.

## III. Purchase price, payment, off-setting, retention, assignment

- Unless otherwise agreed, the prices from our warehouse are subject to applicable value-added tax. They do not include packaging, freight, postage, insurance and other shipping costs.
- The invoice amounts are payable immediately on receipt of invoice without deduction. Payment terms must be agreed in writing. Cheques are only accepted as conditional payment.
- Without regard to other provisions of the Customers, all payments shall be credited initially against expenses, then against interest and finally against the oldest prior claim.
- Offsetting claims are ruled out unless the claim is undisputed or has been declared final or established by law. In addition, the Customer may exercise a right of retention insofar as his counter-claim is based on the same contractual relationship.
- Commercial right of retention under § 369 HGB (Commercial Code) shall not apply for the Customer.

## IV. Delivery, passing of risk, packaging

- Delivery times and dates as well as performance periods and dates are always only "approx." unless a fixed period or a fixed date has been agreed. Insofar as shipment has been agreed, the delivery times and dates are related to the time of handover to the forwarding agent, carrier or other persons or company authorised for the transport.
- The term of the delivery and performance shall not begin before receipt of an agreed advance payment. Delivery and performance periods shall be extended by the period in which the purchaser does not comply with his obligations under the business relationship with the user. Delivery and performance dates shall be shifted accordingly.
- Delays in delivery due to force majeure, strikes, unanticipated disruptions in operations, delays in delivery by suppliers, transport bottlenecks, lack of raw materials, regulatory measures and other circumstances beyond our control justify appropriate changes in delivery dates and deadlines. In the event of any delay in delivery, the Customer, after the expiry of a reasonable period that he has put in writing, which must be at least two weeks, is entitled to refuse to accept the delayed deliveries. Furthermore, in these cases, the Customer is not entitled to bring claims against the Client.
- In the event of delayed performance or impossibility of delivery, the Customer's entitlement to claim compensation for damages is restricted solely to claims for foreseeable, typically occurring damages. The aforementioned liability limitation does not apply if the reason for the delay in performance or the impossibility of performance is based on wilful intent or gross negligence by our statutory representatives or by one of our agents.

- The risk shall be transferred to the purchaser at the latest at the handover of the delivery item to the shipper, the carrier or otherwise to the specific person or company handling the shipment. This also applies to partial deliveries. If the transfer or shipment is delayed due to circumstances whose cause lies with the purchaser, the risk shall pass to the purchaser from the day the goods are ready to be sent.
- If the Customer has not fixed a method of shipment, we will choose the most favourable type of shipment (rail, road, postal, UPS, etc.) at our sole discretion. Deliveries from here are sent freight forward.
- In shipments to us, the Customer is responsible for the risk associated with shipping, such as transport risk, until the goods arrive at our location.
- The Customer is responsible for disposing of the packaging at his own cost, unless the goods are delivered by our vehicles and immediately unpacked.

## V. Warranty

- Any Customer claims against us in the event of defects shall be handled under the statutory provisions within the statutory deadlines, so long as no discrepancies with these Terms and Conditions arise. Damage to packaging and/or the goods is to be recorded in writing on the delivery note or consignment note of the delivering company.
- Warranty claims must be submitted in writing with description of the delivery. Costs that arise from unfounded warranty claims are to be borne by the buyer.
- If delivery/service is defective, as interpreted under the statutory provisions, we are entitled to choose to repair the defect or to deliver defect-free goods within a reasonable time (supplementary performance). The expenses arising from this shall be borne by us, especially transport, travel, labour and material costs, provided these costs are not increased by the removal of the purchased item to a location other than the place of performance, with the consequence that service areas for our products are not freely accessible and our products cannot be taken freely to an installation point. Place of fulfillment of our warranty is the headquarters of the purchaser. Warranty costs in excess arising from performance at another location, or arising from inaccessibility, shall be borne by the purchaser. The Customer is obliged to accept supplementary performance. If the supplementary performance has failed or is unreasonable, the Customer is entitled to withdraw from the contract in accordance with statutory provisions or to demand an appropriate reduction in the purchase price. Withdrawal from the contract is excluded if the breach of duty is deemed merely negligible as set out in § 323 (5)(2) of the BGB (German Civil Code).
- The right to supplementary performance is limited to one year. Claims for a reduction in the purchase price and the exercise of a right of withdrawal are excluded once the right to supplementary performance has expired.
- Supplementary to (4), the following applies: Warranty rights and claims against us are excluded if the Customer has failed to inspect the delivery/performance immediately for damage and failed to notify us immediately of any such damage in writing stating the precise facts thereof. The provision of § 377 shall remain applicable as a supplement.
- For further claims (especially compensation claims) the limitation of liability under Section VI shall apply.

## VI. Limitation of liability

- So far as no deviations arise from the following Clause VI (2), claims of the Customer in excess of those in the preceding paragraph V (especially compensation claims), for whatever reason, are excluded.
- The regulated disclaimer of the above Clause VI (1) does not apply:
  - to damage caused by intentional or grossly negligent breach of duty by the contractor, his agents or subcontractors;
  - to damages resulting from death, injury or impaired health due to a culpable breach of duty by us, our legal representatives or agents;
  - to damages caused by the culpable breach of an essential contractual duty or by a breach of a contractual obligation by us, our legal representatives or agents, in which case the liability is limited to typical and foreseeable damages;
  - in cases where liability arises under the Product Liability Act for defects in the goods or for personal or property damage from privately used objects.
- For all the typical contractual foreseeable damage, liability is limited to a maximum of EUR 1,000,000 per incident.
- For the condition of the goods, only the manufacturer's product description, as agreed, shall apply. Public statements, recommendations or advertisements of the manufacturer do not constitute a contractual description of the condition of the goods.
- We assume no responsibility for defects of the goods that can be traced back to a physical description or specification by the purchaser.
- If the Customer receives defective assembly instructions, we are only obliged to supply correct assembly instructions, and then only if the fault in the assembly instructions impedes proper assembly.
- The Customer shall receive no guarantees in the legal sense from us. Manufacturer's warranties remain hereby unaffected.
- So far as our manufactures are based on drawings, patterns, models and templates of the Customer, we are responsible only for exterior styling and technical execution, but not for the intended purpose, even if the Customer has been advised by us.
- For parts that are delivered by the Customer for processing, the warranty is excluded.

## VII. Retention of title

- The purchased goods shall pass into the ownership of the Customer only once he has fulfilled all his obligations to us under the existing business relationship.
- The Customer is obliged to handle the goods with care. If maintenance and inspection work is required, the Customer shall perform these regularly at his own expense.
- On our express request, the Customer must deliver to us all the necessary information on the inventory of goods that remain in our ownership, on the location of the leased property and on the claims assigned to us, and notify his customers of the assignment.

4. In the event of a breach of the Customer's contractual obligations, especially delays in payment or breach of an obligation under (2) and (3) of this provision, we are entitled to withdraw from the contract and reclaim the goods.
5. In addition, the following applies:
  - 5.1 The Customer is entitled to resell the goods in his ordinary course of business. He shall hereby cede to us all claims in the amount of the invoice amount that he acquires from the sale to a third party. We accept the assignment. After the assignment, the Customer is authorised to collect the receivable. We reserve the right to collect the debt ourselves, if the Customer does not meet his payment obligations in an orderly fashion and falls into arrears or if insolvency proceedings against his assets are begun. In this case, we may require that the Customer notify us of all assigned claims and their recipients, furnish all information necessary for collection, hand over the relevant documents and inform the recipients of the assignment.
  - 5.2 The Customer may not undertake any other dispositions, and especially not otherwise pledge the retained goods or assign them as security.
  - 5.3 The handling and processing of the goods carried out by the Customer shall be in our name and on our mandate. If they are processed with other goods that we do not own, we shall acquire co-ownership rights to the new goods in the proportion of the value of the goods supplied by us to the other processed goods. The same shall apply if the goods are mixed with other goods that we do not own. If the Customer is by law the sole owner of the new product through processing or combination, he hereby expressly consents to our taking co-ownership of the new good in the amount of the invoice value. The Customer shall also take over the obligation of orderly preservation.
6. We retain all property rights to or copyright on all offers made, estimates, drawings made available to the purchaser, calculations, descriptions, models, tools and other documents, tools and auxiliary materials. The Customer may not make these items available to third parties or report, use or reproduce them without our explicit consent. He must return the same to us on demand in full and without making copies.
7. In the event of seizure or other interventions by third parties, the Customer must notify us immediately to allow us to bring an action under § 771 ZPO (Code of Civil Procedure). If the Customer fails to meet this obligation, he shall be liable for any losses incurred.

## VIII. Other agreements

1. German law shall apply, to the exclusion of the UN Convention on the International Sale of Goods.
2. If the Customer is a merchant, legal entity under public law or a special fund under public law, the exclusive jurisdiction for any disputes arising from contractual relationships shall be Oldenburg. In this case, however, we have the right to sue also at the competent court in the Customer's location or in any other court that may have jurisdiction under national or international law. The same shall apply if the Customer has no general place of jurisdiction in Germany or if his habitual residence at the time of a legal action is unknown.
3. Place of performance for all obligations arising out of the contract shall be our headquarters.
4. Should individual clauses of these Terms and Conditions prove invalid in whole or in part, the validity of the remaining clauses or remaining parts of such clauses shall remain unaffected. The wholly or partially invalid provision shall be replaced by a provision whose commercial intent comes as close as possible to the commercial intent of the invalid provision.
5. The Customer is hereby notified that the data from the contractual relationship shall be stored for purposes of data processing, and we reserve the right to communicate the data necessary for credit insurance to a credit insurer. Information on data collection, processing and use for our own business purposes can be found within the separate document "Data Protection and Creditworthiness Information".
6. Where these terms and conditions or a contract are translated into a language other than German, this shall be only for the purposes of better understanding by the Customer. However, for the agreed and binding contractual provisions and for the interpretation of the contract, only the German version of the Terms and Conditions shall be decisive.

As of: May 2018

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