

## 1. Scope:

All service agreements made with us are subject to our general terms of business as listed below. We do not recognize buyer's terms that contradict or differ from our conditions of sale insofar as we have not expressly agreed to the same. Our terms of business are also valid for all future transactions with the buyer.

## 2. Conclusion of a Contract:

Any orders that are placed with us or any changes or additions to the contract or supplementary agreements must be made in writing. Orders placed by phone or in another form are only considered to have been accepted following our confirmation, shipping or delivery of the goods and issuance of the invoice.

## 3. Prices / Packaging Costs:

Prices are valid as at the time the order was placed. Insofar as no agreement to the contrary is made in the order confirmation our prices are valid per delivered unit, net, ex works excluding packaging and including statutory value-added tax, which is stated separately in the invoice.

We will carry out shipping and packaging at our discretion. Any goods accepted by the shipper, carrier or recipient without dispute are considered to have been packaged correctly.

## 4. Conditions of Payment / Compensation:

- 4.1 Our invoices are payable within 30 days of invoice date insofar as no other agreement has been reached in the order confirmation. In the event of a delay in payment we are entitled to charge interest on arrears at a rate 8% p.a. above the basic interest rate in accordance with §1 of the bank rate law, whereby we reserve the right to also assert the right to damages for arrears at a higher rate.
- 4.2 The buyer may only offset charges against our claims for payment if his counterclaim is found to be legally binding, undisputed or expressly recognized by us.

## 5. Delivery and Delivery Delays:

- 5.1 The start date for a delivery deadline or delivery period that has been confirmed by us presumes the clarification of all technical and business-related questions.
- 5.2 Our delivery obligations exist on condition of complete and correct availability of supplies to us, except if we are responsible for the non-delivery or delay.
- 5.3 In the event of a delay in delivery the buyer is entitled to set a reasonable extension, which must be at least 2 weeks, in connection with the threat of refusal and may withdraw from the contract following expiry of this extended deadline. In the event of unforeseeable events that are beyond our control, such as strike, lockout, stoppage, delays in the supply or advance materials, we do not accept responsibility if we are in arrears, irrespective of whether these hindrances occur with us or with our suppliers.
- 5.4 Claims for compensation due to the violation of service obligations or non service-related auxiliary obligations can only be made if we are guilty of intent or gross negligence and this is proven. We do not rule out our liability for damages resulting from injury to life, limb or health as a proven consequence of negligent breach of duty on our part.
- 5.5 For specially manufactured goods delivery quantities can vary by up to 10% plus or minus. This discrepancy will be taken into account in the invoice.
- 5.6 For all delivered goods we reserve the right to allow industry-standard discrepancies in dimensions or other technical specifications except where we have expressed assured adherence to dimensions.
- 5.7 We are entitled to make deliveries in reasonable partial quantities.
- 5.8 In the event that the buyer delays his acceptance of the goods or if he violates other cooperation obligations we are entitled to claim for damage we have incurred, including any additional costs.
- 5.9 In the event that the buyer delays his acceptance of the goods the risk of chance destruction or chance deterioration of the ordered goods is transferred to the buyer as of the time the buyer delays the acceptance.
- 5.10 Responsibility for transportation Once goods are transferred to the carrier transfer of risk is also determined by the statutory regulations

## 6. Claims for Defects / Liability:

- 6.1 In the event that the newly manufactured goods delivered by us are defective then the buyer is entitled to demand subsequent fulfillment. We reserve the right to choose between repair of the defect and subsequent delivery of non-defective goods.
- 6.2 Further claims for withdrawal, reduction in costs or compensation are not possible except if the subsequent fulfillment is not successful. In this event the buyer can reduce the purchase price or, as long as the defect is not a construction service, withdraw from the contract if he so chooses. Claims for compensation based on accountable and provable intentional or grossly negligent breach of duty or claims for compensation that result from injury to life, limb or health are not excluded.

- 6.3 The buyer is not permitted to claim for withdrawal or compensation in the case of insignificant defects.
- 6.4 We are not liable to the buyer for properties that he expects in accordance with public statements by the seller or the manufacturer or their agents, particularly in advertisements, except if these statements explaining properties are expressly confirmed by us in writing.
- 6.5 We do not guarantee any property or durability where this is not expressly agreed in writing.
- 6.6 We do not accept liability for defective installation instructions from suppliers and other companies except if grossly negligent breach of duty is proven against us in this regard.
- 6.7 The statutory regulations are valid for required examination and notice. We expressly contradict the commercial requirement for examination and notice by the buyer in accordance with § 377 HGB. The buyer must subject the goods to a comprehensive check of incoming goods.

## 7. Period of Limitation:

- 7.1 Insofar as no individual period of limitation has been agreed between the contractual parties the guarantee period for claims regarding defects in newly manufactured goods will be two years. This is not valid for the period of limitation for compensations claims following injury to life, limb or health insofar as this damage is a result of accountable and provable grossly negligent or intentional breach of duty on our part. This period of limitation is also not valid for claims for reimbursement for other damage caused by accountable grossly negligent or intentional breach of duty on our part.
- 7.2 In the case of the sale of consumer goods the limitation period for claims regarding defects is two years for newly manufactured goods and one year for used good.

## 8. Sale of Consumer Goods:

The regulations in figure 6, above, are not valid when based on the sale of consumer goods. However claims for compensation are also not permissible in this case except if they are caused by intentional or grossly negligent breach of duty on our part or from injury to life, limb or health resulting from intentional or grossly negligent breach of duty.

## 9. Reservation of Proprietary Rights:

- 9.1 We reserve the proprietary rights to the delivered goods until all payments from the delivery contract are paid. In the event of behaviour by the buyer that contradicts the contract, particularly payment arrears, we are entitled to recover the delivered goods. This recuperation does not represent withdrawal from the contract insofar as we do not state this expressly in writing.
- 9.2 If we have a continuous business relationship with the buyer then the reservation of proprietary rights to the delivery goods also extends to delivery goods in all previously unpaid claims.
- 9.3 The buyer is entitled to dispose of and process the delivered goods within orderly business processes. He does, however, immediately transfer all claims he incurs resulting from the disposal to his customers or third parties to us up to the total of all unpaid claims. The buyer retains his authorization to collect the claim himself; this does not affect our authority to collect claims. We are, however, obliged not to report transfer in relation to customers or third parties as long as the buyer fulfils his payment obligations to us and no application has been made for the initiation of process of bankruptcy or settlement or payments are otherwise stopped. The buyer is obliged to provide us with all necessary information on the transferred claims on demand and to submit the corresponding documentation to us.
- 9.4 In the event that the buyer processes or converts the goods delivered by us then we have partial proprietary rights to the new object in proportion to the value of our goods in comparison to the value of the other processed objects at the time of processing. The above regulations apply to the new object created by this process in the same way.
- 9.5 The buyer will also transfer to us those claims on third parties in accordance with the above regulations that are created by the combination of our delivered goods with a piece of land.
- 9.6 Insofar as the value of all securities exceeds our claims by more than 20% because of the agreed reservation of proprietary rights, we are obliged to release securities to the excess value as we wish when requested by the buyer to do so.

## 10. Place of Fulfilment / Court of Jurisdiction / Choice of Law:

- 10.1 The place of fulfilment for all obligations resulting from the contractual relationship is Suessen and/or the location of a affiliated company or branch insofar as no other regulation is contained in the order confirmation.
- 10.2 If the buyer is a merchant in the German commercial register then we will agree Suessen and/or the location of an affiliated company or branch as the court of jurisdiction. We do, however, retain the right to taken the buyer to court at his general court of jurisdiction.
- 10.3 The law of the Federal Republic of Germany is valid for our contractual relationships under exclusion of the UN Convention on the International Sale of Goods.

## 11. Partial Invalidity:

If any contractual regulation is invalid this will not affect the validity of the remaining regulations.