

# STANDARD TERMS & CONDITIONS

## GENERAL

We do not recognise other standard terms & conditions even if these are not expressly rejected. The Customer may only invoke subsidiary agreements reached prior to or on conclusion of the contract if such agreements are immediately confirmed in writing. These standard terms & conditions also apply to future business transactions even if explicit reference is not made to them provided they were received by the Purchaser by way of an earlier order confirmed by us

Only our terms and conditions of sale and delivery are binding for orders accepted by us. Other conditions, especially pre-printed purchasing terms, shall only apply if they have been recognised by us in writing.

With the exception of individual contracts which have been signed by both parties, an order shall only be deemed as accepted once it has been confirmed by us in writing. Up to this point our offer is non-binding.

Orders placed with our field service and our representatives shall only become binding once they have been accepted by us. We reserve the right to make price and/or discount changes to orders placed with our field service and representatives between ordering and confirmation thereof.

## EXPORT CONTROL CLAUSE FOR SALES CONTRACTS (NO-RUSSIA-CLAUSE)

The recipient shall comply with the applicable provisions of national and international (re-)export control law, including any embargoes, sanctions or other restrictions on the movement of goods, when passing on the goods delivered by us to third parties. In any case, the recipient must comply with the (re-)export control regulations of the Federal Republic of Germany and the European Union when passing on our goods delivered to it to third parties.

Before passing on the goods delivered by us to third parties, the recipient shall in particular check and take appropriate measures to ensure that

- it does not violate an embargo of the Federal Republic of Germany, the European Union or the United Nations - also taking into account any restrictions on domestic business and any prohibitions on circumvention - by passing on such goods to third parties;
- such goods are not further exported or re-exported to Russia and exports for use on Russian territory are also prohibited.
- such goods are not intended for a prohibited or licensable armaments-related, nuclear or weapons-related use, unless any necessary licenses have been obtained;
- the regulations of all relevant sanctions lists of the Federal Republic of Germany and the European Union regarding business transactions with companies, persons or organizations named therein are complied with.

## SCOPE OF DELIVERY OBLIGATIONS

Our offers are subject to change. We reserve the right to make technical changes and/or improvements to our products. The documentation which forms part of the offer, i.e., images, drawings, details of weight and dimensions are only approximations unless explicitly stated as binding.

The Seller expressly reserves all property rights and copyrights to all documentation. Third parties must not be provided access to offers and the associated documentation without the written approval of the Seller. The documentation, drawings and samples which form part of the offer must be returned upon request.

The Purchaser is responsible for ensuring that any execution drawings which it provides do not encroach on the property rights of third parties. We are under no obligation vis-à-vis the Purchaser to check that the execution does not encroach on the property rights of third parties. Should a third party file a claim against us for this reason, we shall hold the Purchaser liable for compensation. The Purchaser shall also reimburse any expenses incurred in the defence of such claims.

## DELIVERY TIMES, DEFAULT

The delivery term commences with the dispatch of the order confirmation, however, not before clarification of any unanswered technical questions on conclusion of the contract and receipt of the documents, approvals, releases to be procured by the Purchaser as well as receipt of the agreed advance payment.

The delivery term is complied with if by expiry thereof the delivery item has left our plant or if notification of readiness for dispatch has been provided. Force majeure and other circumstances for which we cannot be held responsible such as strikes, lockouts, operational disruption, lack of raw materials and operating materials and delayed supply or non-supply from our own suppliers as well as additional or changed specifications requested by the Purchaser shall extend the term of delivery and release us from the delivery obligation if they make delivery impossible. Any agreed penalty clause is likewise not forfeited under these circumstances. We further cannot be held responsible for the above-mentioned circumstances if they occur during an already existing delay. Partial deliveries are permitted.

If, at the request of the Purchaser, delivery is delayed with respect to the agreed delivery date, a storage fee of 1/2 percent of the invoice amount will be charged to the Purchaser for each commenced month starting one month after notification of readiness for dispatch.

Compliance with the delivery term requires compliance on the part of the Purchaser with his contractual obligations and, in particular, the agreed terms of payment.

We are only liable for damages caused by delay as a result of intentional or gross negligence on the part of our managers, employees and vicarious agents. Upon conclusion of the contract, liability is limited to damage foreseeable by us.

Claims for damages due to delayed delivery/performance or failure to deliver/performance are excluded. The Purchaser may only withdraw from the contract after the expiry of a reasonable period of grace set by him.

## TRANSFER OF RISK

With the transfer of the sold item, the risk of accidental loss and accidental worsening passes to the Purchaser. As of the transfer, the Purchaser can charge fees for use and also bears the costs of the item.

This also applies in the case of partial deliveries and if the goods are returned by the Purchaser in agreement with the Seller.

Unless otherwise stated, transport insurance is provided up to the recipient's freight or postal station within the Republic of Germany. If dispatch is delayed for reasons for which we are not accountable, the risk passes to the Purchaser upon the day of notification of readiness for dispatch.

## PRICE AND PAYMENT CONDITIONS

Prices are given in EUR unless another currency is specified. The prices charged within Germany are always subject to VAT at the current statutory rate. The prices are quoted ex works, excluding packaging and transport.

The minimum order value is € 60.00 net goods value. Payment is within 14 days at a 2% discount, or within 30 days net. Drafts and cheques will only be accepted on account of performance, drafts are accepted if they can be discounted. Payment shall not be deemed to have taken place until the cheque or draft has been redeemed. Costs for collection, discount fees, interest as well as all subsidiary costs shall be charged to the Purchaser. If payment deadlines are exceeded, or in the case of deferral, we are entitled, without any obligation to give notice of default, to charge interest on the outstanding amount at the rate of 4% above the respective discount rate of the German Central Bank. If the Purchaser is in arrears with payment of older invoices or the acceptance of certain items, we are entitled to deliver outstanding deliveries subject to advance payment only. Cash discount reductions, if agreed, are invalid if the Purchaser is in arrears beyond the term of credit with the payment of other invoices.

On submission of this quote, we have based our calculation on prices and wages in the Republic of Germany. If material prices, wage rates, or freight and insurance rates should change by more than 2% during the production period of the delivery item, either of the two contractual parties shall be entitled to demand that the price of the delivery item be adapted accordingly. The payment terms for export orders are, at our discretion, either supply against irrevocable letter of

credit or documents against payment, cash on delivery or cash in advance.

If, at the Purchaser's request, an order is charged to his principal, the Purchaser is expressly liable for satisfying our claims.

If, following conclusion of the contract, circumstances become known which give us cause to have serious doubts about the solvency or credit worthiness of the Customer, we are entitled to request the immediate payment of all outstanding and deferred invoice amounts and to demand payment in cash or the provision of security from the Customer. Should the Customer fail to follow this request, we can withdraw from the contract or demand compensation for failure to perform and charge all expenses which we have incurred.

#### **RESERVATION OF TITLE**

Our deliveries shall be made exclusively under reservation of title. The delivery item remains our property until the satisfaction of all claims due to us from the business relationship with the Customer.

The Purchaser is not permitted to pledge the delivery item which is still our property nor may he assign it by way of security. The Purchaser must notify us immediately of any attachment or other impairment of our rights by third parties and to ward off such claims as effectively as possible.

The resale of the items delivered subject to reservation of title is only permissible within the framework of normal business transactions. However, we reserve the right to revoke permission to resell the goods subject to reservation of title in the case of a major deterioration in the Purchaser's financial situation and his failure to satisfy payment obligations. The Purchaser hereby transfers all claims with all ancillary rights entitled to him from the resale of the goods subject to reservation of title vis-à-vis his buyer to us. Once he is in arrears, the Purchaser must inform his debtors of the assignment and provide us with the necessary information and, in particular, present the order and invoice documents and notify us of the buyer and the sum of his claim.

In the case of resale of our delivered item, the Purchaser is also obliged to place appropriate property right reservations with his buyer by disclosing our reservation of title. If our reservation of title expires through acquisition in good faith and if the third party makes payment to the Purchaser, the proceeds shall take the place of the reserved goods.

If our reservation of title expires through combining, mixing or processing, the newly resulting item or proportionate ownership of this new item shall take the place of the reserved goods.

The Purchaser shall bear the costs incurred by us as a result of any judicial or extra-judicial enforcement of our reserved property rights.

For as long as the reservation of title exists, we are entitled to insure the delivery item at the expense of the Purchaser against fire, water and other damage if the Purchaser has not demonstrably provided such insurance coverage.

If the Purchaser fails to satisfy our claims by their due date or if there is a serious deterioration in his financial situation prior to the due date, we are entitled to take possession of the goods subject to reservation of title without this constituting infringement of property rights. The Purchaser hereby agrees to seizure of the goods. Assertion of reservation of title and attachment of the delivery item by us shall not constitute a withdrawal from the contract.

#### **OFFSETTING, RETENTION**

In the event of counter-claims, including those from previous transactions or from other transactions in an ongoing business relationship, the Customer is not entitled to refuse or withhold its payments nor to offset these with counter-claims unless such counter-claims are not disputed by us or have been declared legally binding.

#### **GUARANTEE**

In line with the corresponding provisions of product liability law, we are liable vis-à-vis the Purchaser for any flaws in the products which we delivered and, in addition, only for the property assurances expressly made in writing to the Orderer. Details given in advertising material and operating instructions or reference to industrial standards do not substantiate property assurances or the assumption of specific obligations. If the Purchaser requires the goods for purposes which go beyond the usual scope of application, then he must check the suitability of the goods for such purposes — including with respect to product safety — and the compliance of the goods with all valid technical, legal and official regulations prior to use. We are not liable for damage which could have been prevented by such checks nor for the suitability and legitimacy of materials and designs stipulated by the Purchaser.

In accordance with the foregoing provisions in the case of development orders, we are only liable for the successful development if we have expressly confirmed this in writing.

The Purchaser must inspect the delivery immediately upon receipt and report any flaws and other discrepancies to us by registered mail within 14 days. The goods will be regarded as accepted upon expiry of this deadline. Liability for any defects that were not apparent remains unaffected.

The forwarder must be notified immediately in the case of transport damage and the facts must be ascertained.

We shall only be liable for flaws found in the delivery to the scope detailed below if the contractually agreed operating conditions have been complied with, if the Purchaser has not initiated changes and repair work without our authorisation and if any claims for faults which have arisen have been asserted immediately in writing. Warranty claims vis-à-vis our representatives shall only be regarded as asserted upon receipt by us of written notification from the Purchaser. We are not liable for the failure of our representative to forward such information.

In the case of production based on the Purchaser's drawings, we are only liable for ensuring execution as per the drawings.

If we are entrusted with providing a solution for design tasks, we can only be held liable for defects if the product does not comply with the general state of the art. The Purchaser bears the burden of proof.

All claims based on flaws shall lapse 12 months after written notification of readiness for delivery or, should such notification not be given, after dispatch of the delivery.

Our guarantee shall, at our discretion, only cover the rectification or new delivery of faulty parts (replaced parts become our property). The same applies for the absence of assured properties. In the event that rectification fails, the Purchaser has the right to claim reduction or annulment of the contract. If a complaint transpires to be unjustified, the Purchaser must reimburse our expenses.

We shall only bear the transport and travel costs in connection with rectification if, following delivery, the goods have not been transported to a site other than the customer's premises or if movement to this location is consistent with the normal use of the item. The same holds true for the expenses incurred to enable rectification (e.g., for the assembly and disassembly of other parts).

We are not obliged to facilitate rectification or deliver new goods if the Purchaser is in arrears with payment of the purchase price.

Further claims on the part of the Purchaser, with the exception of those based on product liability law, are excluded. This also applies to damages resulting from negligence upon conclusion of the contract and from positive breach of contract based directly or indirectly on flaws or certain properties of the goods. Claims for damages caused by intentional or grossly negligent infringement of our contractual or pre-contractual obligations shall not be affected; they shall lapse 6 months after the transfer of risk. Liability is limited to foreseeable damage at the time of conclusion of the contract unless, in accordance with the mandatory provisions of product liability law, provisions to the contrary apply.

#### **PLACE OF PERFORMANCE, LEGAL DOMICILE, GOVERNING LAW**

The place of performance for all obligations arising from this contract is the site of our plant.

The legal domicile is the competent court for the site of our plant provided the Orderer is a registered trader or if upon conclusion of the contract the Orderer has relocated his place of residence or habitual residence from a domestic address or if his place of residence or habitual residence is unknown as well as for judicial dunning procedures.

This agreement is subject exclusively to German law; application of the uniform purchase law is excluded.

#### **FINAL PROVISIONS**

The Purchaser may only assign his rights from this contract to third parties subject to our prior written consent.

If a provision of these standard terms & conditions should be or become invalid, this shall not affect the validity of the remaining provisions.

We reserve the right to correct and make additional charges for errors, typos and calculation mistakes.