

Terms and Conditions of Sale

Date 01.06.2020

§ 1 General Provisions

(1) Even without explicit reference during negotiations, all of our deliveries, services and offers are made exclusively on the basis of these conditions. We do not recognise conflicting terms even if we do not expressly object to them or if we refer to written statements from the contracting party referring to their terms. Our General Terms and Conditions also apply to all contracts with entrepreneurs, legal entities under public law and special funds under public law for all future business relationships, even if they are not expressly agreed again. At the latest with the acceptance of the goods, our terms and conditions are considered accepted.

(2) Conflicting or deviating conditions of the customer shall only apply if we have expressly agreed in writing to their validity.

§ 2 Offer, Conclusion of Contract and Documents

(1) Our staff is not authorised to make verbal side agreements or assurances that go beyond the content of the written contract. Any and all agreements of this contract are documented in the written contract. Oral side agreements do not exist.

(2) Delivery dates are approximate and not binding, unless their binding force was expressly promised. Information regarding the delivery object (e.g. technical data, tolerances, dimensions, weights, etc.) and its representation are mere descriptions and designations that are only binding if we expressly confirm it. The company reserves the right to make standard technical and constructive changes to the delivery items, as long as they do not affect the customer unreasonably and as long as they do not affect the usability of the purchased item.

(3) Our offers are non-binding until the contract is concluded. They are in general valid for 4 weeks.

(4) We reserve the property rights and copyrights to design drawings, samples, cost estimates and similar tangible or intangible corporate objects. They must always be kept strictly confidential. They may not be made accessible to third parties without our consent. In case of violation of these obligations, the purchaser is fully liable to us in accordance with statutory provisions. Referencing our name in advertising and similar is only permitted after prior approval.

§ 3 Prices

(1) Unless otherwise agreed, our prices are ex works, excluding loading, transport and packaging, which will be billed separately. Unloading and storage are the responsibility of the purchaser. VAT will be added to all prices on the day of invoicing. The costs of potentially agreed transport or similar insurance shall be borne by the customer, unless otherwise agreed. For partial deliveries, each delivery can be billed separately.

§ 4 Payment Terms

(1) Unless otherwise stated in the order confirmation (or alternatively, the invoice), the price (without deduction) is due within 10 days of the invoice date.

(2) If the customer is in payment default, we are entitled to charge interest on arrears in the amount of 9 percentage points above the base rate. We shall be entitled to prove and invoice higher interest rate damages at any time. In case of payment default, we are also entitled to revoke any agreed upon rebates, discounts and other benefits. We are entitled to make further deliveries only against prepayment.

(3) We are entitled to assign claims against the purchaser to third parties or to sell them by means of factoring.

§ 5 Delivery Modalities and Delivery Obstacles

(1) The delivery period begins with the dispatch of the order confirmation, but not before the provision of the documents, permits, and releases by the purchaser and before receipt of an agreed down payment as well as clarification of all technical issues.

(2) The delivery deadline is met if the delivery item has left the factory by the deadline date or the readiness for dispatch has been notified.

(3) In the event of unforeseen obstacles beyond our control, which we were unable to avert despite taking reasonable precautions required by the circumstances of the case, regardless of whether they occur with us or a subcontractor, we are entitled to extend the delivery time by the duration of the hindrance. Examples of such obstacles include force majeure (e.g. war, fire and

natural disasters), delays in the delivery of essential raw materials, etc. The same rights apply to us in case of strike or lockouts at our facilities or those of our suppliers. We will notify the purchaser immediately of such circumstances and promptly reimburse the services already provided.

(4) In the event of a delivery delay, the purchaser can withdraw from the contract after the expiry of a reasonable deadline that has expired without providing results; if our performance is made impossible, this right is granted to the purchaser without setting a deadline. Claims for damages (including any subsequent damages) are excluded without prejudice to paragraph 5 and § 9, which do not reverse the burden of proof; the same applies to reimbursement of expenses.

(5) If a fixed transaction has been agreed, we are liable in accordance with the statutory provisions; the same applies if the customer can assert that his interest in the fulfilment of the contract is void because of a delay for which we are responsible

(6) All deliveries are based on the condition that they are not subject to any restrictions resulting from international laws, regulations or requirements, in particular as a result of export control regulations, embargoes and other sanctions. Delivery delays caused by export inspections or approval procedures invalidate deadlines and delivery times. If required permits are not issued by the competent authority, the contract for the affected goods is deemed not to have been concluded. Claims for damages arising from this situation or due to the delivery delays mentioned above are excluded.

§ 6 Transfer of Risk, Acceptance of Goods and Partial Deliveries

(1) In the event of a collectable debt with disposition of the goods and delivery as agreed, the risk is transferred to the purchaser. The same applies in case of an obligation to dispatch what is owed starting from the transfer to the transport person. In case of delivery debts, the risk is transferred upon leaving our factory premises. The same applies in the case of a creditor delay.

(2) Even if delivered items have minor defects, they must be accepted by the purchaser without prejudice to his rights under §§ 8, 9. Partial deliveries are permissible, provided that they are reasonable for the customer.

(3) For manufactured goods, excess and short deliveries of up to 10% of the completed quantity are permissible.

§ 7 Retention of Title

(1) Until payment is received, goods remain our property. In business transactions with entrepreneurs, we retain the title to all delivered goods until the customer has paid all current and future claims arising from the business relationship.

(2) In case of breach of contract by the purchaser, in particular in case of payment default, we are entitled to take back the goods after unsuccessful deadline setting. The mere retraction shall be considered a rescission from the contract only if a reasonable due date for performance set by us passed unsuccessfully and if the rescission has been explicitly declared. The costs incurred by the retraction (in particular transport costs) shall be borne by the purchaser. Furthermore, we are entitled to prohibit the purchaser from any resale or processing, combination or mixing of the goods delivered under retention of title and to revoke the direct debit authorisation (§ 7 V). Delivery of the goods retracted without express declaration of withdrawal can only be demanded by the customer after full payment of the purchase price and all costs.

§ 8 Material and Legal Liability for Defects

If the purchaser is a merchant, we are liable as follows for defects during delivery, but only in case of proper fulfilment of the inspection and notification obligations from § 377 HGB (the complaint must be made in writing):

(1) As long as the buyer does not give us the opportunity to convince us of the defect, and especially if he does not make the rejected goods or samples available upon request, he cannot claim defects of the goods.

(2) If there is a defect in the purchased item, we shall be entitled, at our discretion, to remedy the defect or deliver a defect-free replacement item (supplementary performance). The prerequisite for this is that the defect is significant. If either or both of these remedies are impossible or disproportionate, we shall be entitled to refuse them. We can refuse supplementary performance as long as the purchaser has not fulfilled his payment obligations towards us to the extent that corresponds to the defect-free part of the service. If we provide



supplementary performance, we shall only bear the expenses up to the amount of the purchase price, insofar as these are not increased by the fact that the purchased item was transported to a place other than the place of fulfillment. We shall bear the expenses required for the supplementary performance, in particular transport, travel, labour and material costs; cost reimbursement shall be excluded if the transfer of the goods to a place other than the place of fulfillment incurs additional costs.

(3) If the supplementary performance referred to in paragraph 1 is impossible or fails, the purchaser has the option of either reducing the purchase price accordingly or rescinding the contract in accordance with the statutory provisions; this applies in particular to the culpable delay or refusal of supplementary performance, even if this fails for the second time. Further claims of the purchaser for whatever legal reason are excluded or limited according to § 9.

(4) There is no guarantee for damages for the following reasons: incorrect or improper use, faulty installation by the customer or third parties, general wear and tear, faulty or negligent treatment, excessive use, unsuitable equipment, defective construction, unsuitable ground, chemical, electro-chemical or electrical impacts (insofar as they are not caused by us) incorrect changes, maintenance or repair work undertaken by the contractual partner or third parties without our approval.

(5) Claims for defects become statute-barred one year after delivery of the sales object, insofar as they are claims for which there is limited liability according to §§ 8 or 9. If a product is used for a building, in line with its customary use, and has caused it to be defective, it will only become statute-barred after five years. Claims to abatement and exercising the right of withdrawal are excluded insofar as the claim to subsequent performance is barred by the statute of limitations. However, in the case outlined in sentence 3, the purchaser may refuse payment of the purchase price insofar as he would be entitled to do so due to the withdrawal or the reduction; in case of rescission and subsequent refusal to pay, we are entitled to withdraw from the contract. Reversal of the burden of proof is not intended.

(6) Assurances and guarantees are only valid if we grant them expressly and in writing.

§ 9 Withdrawal by the Purchaser and Other Liabilities on our Part

(1) The customer's legal right of withdrawal shall neither be excluded nor limited, except for the cases outlined in § 8. Likewise, legal or contractual rights and claims to which we are entitled shall neither be excluded nor limited.

(2) We are only fully liable for intent and gross negligence (including our legal representatives and vicarious agents) and for injury to life, limb and health. Likewise, we are fully liable for the delivery of guarantees and assurances, if such a defect triggers our liability. There is also no limitation with regard to liability for hazardous situations (in particular under the Product Liability Act). Any potential liability according to the principles of recourse of the entrepreneur according to §§ 478 f. of the BGB remains unaffected.

(3) In cases of other culpable violations of essential contractual obligations (material contractual obligations, see paragraph 8 sentence 2), our remaining liability is limited to the typical contractually foreseeable damage.

(4) Otherwise, liability is excluded, regardless of the legal reason (in particular claims arising from the violation of main and secondary contractual obligations, tort and other tortious liability).

(5) The same (exclusions, limitation and exceptions) applies to claims arising from faults arising at the conclusion of the contract.

(6) For reimbursement of expenses (with the exception of the one according to §§ 439II, 635II BGB) § 9 applies accordingly.

(7) An exclusion or limitation of our liability also affects our legal representatives and vicarious agents.

(8) A reversal of the burden of proof is not intended. Material contractual obligations are essential contractual obligations, i.e. those obligations that give the contract its character and on which the contracting party may rely; these are the essential rights and obligations that create the conditions for fulfilment of the contract and which are indispensable for the achievement of the purpose of the contract.

§ 10 Place of Fulfilment, Jurisdiction, Applicable Law, Contract Language and Burden of Proof Distribution

(1) Place of fulfilment is the place of dispatch (plant or storage location).

(2) The place of jurisdiction is our registered place of business, provided that the customer is also a merchant, a legal entity under public law or a special fund under public law. The same applies if the purchaser does not have a general place of jurisdiction in Germany, he relocates his headquarters abroad after conclusion of the contract or his registered office is not known at the time the complaint is filed. We are also entitled to sue the purchaser at other permissible places of jurisdiction.

(3) With regard to all claims and rights arising from this contract, the law of the Federal Republic of Germany shall apply: German Civil Code (BGB), German Commercial Code (HGB). The validity of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws provisions of the EGBGB are expressly excluded.

§ 11 Registration and Data Protection

The conclusion of contracts with us via our webshop necessitates that the business partner registers on our website with the personal data required there and declares his consent to the validity of our General Terms of Use and General Terms and Conditions of Sale. Only persons with unlimited legal capacity are eligible for registration. A claim for access does not exist. Upon registering, the business partner chooses a personal username and password according to the registration form on our website. The password must be kept secret by the business partner and may not be disclosed to third parties. Apart from the aforementioned obligations, no other obligations are tied to the business partner's registration on our website, and registration is free of charge for the business partner. Our business partner can ask for his registration to be deleted at any time. Changes can be made online via the registration forms included on our website. The personal data entered by the business partner during the registration process will be used by us exclusively for the preparation and conclusion of the contracts between us and the business partner and will be handled in accordance with the provisions of data protection legislation.

§ 12 Export Proviso Clause

There may be restrictions on the delivery of goods and services as well as actions in advance, in particular in accordance with applicable export control regulations. The customer is obligated to inform us in good time of all information required by us in order to check the final destination, including final use. The validity of an offer, an order confirmation and the fulfilment of a contract by us occurs under the reservation that there is no obstacle to this due to applicable national or international provisions under foreign trade or customs law or embargoes (or other sanctions). If the required official approvals are not issued or if the contract cannot be fulfilled at the time of delivery due to an applicable provision referred to above, the offer, order confirmation or contract shall be deemed not to have been concluded with respect to the section concerned. The customer is not entitled to assert claims for damages if fulfilment is not possible, or only possible after a delay, due to one of the obstacles referred to above. If the customer intends to resell or ship goods acquired from us, he is obligated to check in good time and at his own responsibility whether any restrictions apply to this, including restrictions under applicable export control law, etc. Restrictions may need to be considered not only with respect to embargo countries but, depending on their classification and final destination, also their domestic resale.

§ 13 Other Provisions

(1) Changes to the contract can only take effect based on our agreement.

(2) Should individual provisions of these conditions be wholly or partially invalid or void, the remaining provisions shall remain unaffected. The contracting parties undertake to agree to a provision which comes closest to the meaning and economic objective pursued by the invalid or void provision.

(3) We process all data of the customer exclusively for business purposes and according to the provisions of the applicable data protection regulations. Upon request, the purchaser also has a right of access to his personal data which we have collected, processed and used.