

General Terms and Conditions of Sale, Delivery and Payment

I.

General – Scope of application

1. Our general terms and conditions of sale, delivery and payment shall apply exclusively; we shall not recognise any terms and conditions of the purchaser which conflict with or deviate from our terms and conditions unless we have expressly agreed to their validity in writing. Our terms and conditions shall also apply if we carry out delivery to the purchaser without reservation in the knowledge that the purchaser's terms and conditions conflict with or deviate from our terms and conditions.
2. These conditions are only applicable to an entrepreneur, a legal entity under public law or a special fund under public law within the meaning of § 310 para. 1 BGB (German Civil Code).

II.

Offer – Quotation documents

1. Our offer is subject to confirmation unless otherwise stated in this or the order confirmation.
2. The dimensions, weights, illustrations, descriptions, heat requirement calculations, machine outputs or other information stated in our catalogues, brochures, price lists or estimates and other documents are for information purposes only and shall only become a binding part of the contract if we have expressly agreed to them in writing.
3. We reserve the right of ownership and copyright for offers, illustrations, drawings, calculations and other documents. The purchaser must obtain our express written consent before passing them on to third parties.

III.

Prices – Terms of payment

1. Unless otherwise agreed, prices are ex works plus value added tax at the applicable rate and exclude packaging, customs, insurance and shipping costs. These will be invoiced separately.
2. If costs are reduced or increased due to the price of materials or wage increases or changes occurring after conclusion of the contract, we reserve the right to charge the price applicable at the time of delivery if delivery is made later than four months after the date of our order confirmation. We will prove the cost changes to the purchaser on request.
3. The deduction of a discount requires a special written agreement.
4. Payments made by the purchaser shall always be offset against the oldest due claim in the absence of a payment provision.

5. The purchaser shall only be entitled to offset or assert a right of retention on the basis of undisputed claims to which it is entitled, claims which have been established as final and absolute or claims which are ready for decision. The purchaser may only exercise a right of retention on the basis of counterclaims arising from the same contractual relationship.

IV. **Delivery period**

1. With the exception of the express agreement of a fixed term/date, the delivery period stated by us is only to be regarded as approximate and presupposes the clarification of all technical questions as well as the timely and proper fulfilment of the purchaser's obligations. It shall be extended appropriately in the event of subsequent changes or additions requested by the purchaser. This shall also apply in the event of unforeseeable obstacles, e.g. force majeure, industrial disputes as well as events whose cause is outside our sphere of influence.
2. If the purchaser is in default of acceptance or culpably violates other duties to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. Further claims and rights remain reserved.
3. We shall be liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which we are responsible; any fault on the part of our representatives or vicarious agents shall be attributable to us. If the delay in delivery is due to a grossly negligent breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damages.
4. We shall also be liable in accordance with the statutory provisions insofar as the delay in delivery for which we are responsible is based on the culpable breach of an essential contractual obligation; in this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damages.
5. Further legal claims and rights of the purchaser remain reserved.

V. **Transfer of risk – partial deliveries**

1. The risk shall pass to the purchaser at the latest upon dispatch of the delivery, even if partial deliveries are made. This applies regardless of who bears the transport costs and whether the shipment is made from the place of performance or not.

If dispatch is delayed due to circumstances for which the purchaser is responsible, the risk shall pass to the purchaser on the day the goods are ready for dispatch.

2. If requested by the purchaser, we will insure the delivery in its name and at its expense against theft, breakage, transport, fire and water damage as well as other insurable risks.
3. Partial deliveries are permissible if the partial delivery can be used by the purchaser within the scope of the contractual purpose, if the delivery of the remaining ordered goods

is ensured and if the purchaser does not incur any considerable additional expenditure or additional costs as a result of this.

4. In case of export, "FCA Gerlingen" in the current Incoterms applies.

VI. **Liability**

1. We shall only accept liability for a specific purpose or suitability of the goods if this has been expressly agreed in writing. Otherwise, the risk of suitability and use shall be borne exclusively by the purchaser. The purchaser is obliged to ensure compliance with the technical framework conditions specified in the documentation and/or the supplementary documents. Any use deviating from this is prohibited. The purchaser must impose these and any other usage restrictions specified by us on its customers as well.
2. The purchaser's rights in respect of defects presuppose that it has duly fulfilled its statutory obligations to examine the goods and to give notice of defects. This shall also apply if the purchaser resells the delivery item.
3. In the case of justified notices of defects, we shall, at our discretion, deliver a replacement or remedy the defect. The purchaser must inform us immediately of any notice of defects by its purchaser/orderer with regard to our services. We shall always be given the opportunity to remedy the defect within a reasonable period of time. Otherwise, we shall be released from liability for the resulting consequences.
4. If the supplementary performance fails, the purchaser shall be entitled, at its discretion, to demand withdrawal or reduction of the purchase price in accordance with the statutory provisions.
5. Our liability for damages, for whatever legal reason, in particular for defective or incorrect delivery, breach of contract, breach of duties during contract negotiations or tort, shall be limited as follows:

We shall be liable in accordance with the statutory provisions if the purchaser asserts claims for damages based on intent or gross negligence. In the event of gross negligence, our liability for damages shall be limited to the foreseeable, typically occurring damages. For material damage or financial loss caused by slight negligence, we shall only be liable in the event of a breach of a material contractual obligation, and even our liability shall be limited to the typical damages that were foreseeable at the time of conclusion of the contract.

Our liability for culpable injury to life, limb or health and mandatory liability under the Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

Further claims for damages as well as the assertion of compensation claims for useless expenses instead of damages in lieu of performance are excluded.

The foregoing limitations/exclusions of liability shall also apply to the benefit of our legal representatives, employees, workers, staff, commercial agents and other vicarious agents

in terms of cause and amount.

6. The limitation period for claims based on defects shall be one year from handover.
7. The purchaser's right of recourse against us shall only exist insofar as the purchaser has not reached an agreement with its customer that goes beyond the legally mandatory standards or has not taken any measures that go beyond the legally mandatory standards.

The purchaser is obliged to inform us immediately of any defect reported by its customer and to give us the opportunity to examine the goods and, if necessary, to initiate the necessary steps as agreed before the subsequent performance is carried out. Otherwise, its right to assert recourse claims shall be excluded pursuant to §§ 478, 445 a BGB.

VII. **Retention of title**

1. We reserve title to the purchased object pending receipt of all payments arising from the business relationship with the purchaser. In the event of breach of contract by the purchaser, in particular default in payment, we shall be entitled to reclaim the purchased object. If we reclaim the purchased object, this shall constitute our withdrawal from the contract. After taking back the purchased object, we shall be entitled to sell it; the proceeds of such a sale shall be set off against the purchaser's liabilities – less reasonable selling costs.
2. The purchaser is obliged to treat the purchased object with care; in particular, it is obliged to sufficiently insure it at its own expense at the replacement value against fire, water and theft damage. If maintenance and inspection work is necessary, the purchaser must carry this out in good time at its own expense.
3. In the event of attachments or other interventions by third parties, the purchaser must notify us immediately in writing so that we can file a suit in accordance with § 771 ZPO (Code of Civil Procedure). Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the purchaser shall be liable for the loss incurred by us.
4. The purchaser is entitled to resell the purchased object in the ordinary course of business; however, it hereby assigns to us all claims in the amount of the final invoice amount (including value added tax) of our claim which accrue to it from the resale to its customers or third parties, irrespective of whether the purchased object has been resold without or after processing. The purchaser remains authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. We undertake, however, not to collect the claim as long as the purchaser meets its payment obligations from the proceeds received, is not in default of payment and, in particular, no application has been made for the opening of settlement or insolvency proceedings, or its payments have not been suspended. If this is the case, however, we may demand that the purchaser discloses to us the assigned claims and their debtors, provides all information required for collection, hands over the relevant documents and notifies the debtors (third parties) of the assignment.

5. The processing and transformation of the purchased object by the purchaser is always carried out on our behalf. If the purchased object is processed with other objects which do not belong to us, we shall acquire co-ownership of the new object in the ratio of the value of the purchased object (final invoice amount including value added tax) to the other processed objects at the time of processing. In all other respects, the same shall apply to the object created by the processing as to the purchased object delivered under reservation.
6. If the purchased object is inseparably mixed with other items which do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased object (final invoice amount including value added tax) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the purchaser's item is to be regarded as the main item, it shall be deemed agreed that the purchaser shall transfer co-ownership to us on a pro-rata basis. The purchaser shall keep the sole ownership or co-ownership thus created in safe custody for us.
7. In order to secure our claims against it, the purchaser shall also assign to us the claims against a third party arising from the connection of the purchased object with a property/building. We accept this assignment with immediate effect.
8. We undertake to release the securities to which we are entitled at the purchaser's request insofar as the realisable value of our securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released shall be at our discretion.

VIII.

Place of jurisdiction and place of performance – Applicable law

1. If the purchaser is a merchant within the meaning of the statutory provisions and in the case of legal entities under public law and special funds under public law, the place of jurisdiction for all disputes arising from the contract shall be our registered office. This also applies to the international place of jurisdiction. However, we are also entitled to sue the purchaser at its place of residence/business court.
2. Unless otherwise stated in the order confirmation, our place of business shall also be the place of performance.
3. The law of the Federal Republic of Germany shall apply. The validity of the UN Convention on Contracts for the International Sale of Goods (CSIG) is hereby expressly excluded. Mandatory legal provisions remain unaffected.

IX.

Other

These General Terms and Conditions of Sale, Delivery and Payment are written in German and are identical in English and Spanish. Should the linguistic versions differ in their meaning, the interpretation of the German version shall be binding.