

## I. Applicability of conditions

1. We conclude exclusively according to our following Terms of Delivery. They also apply to all future business relations, even if they are not expressly agreed again. Deviations from these terms and conditions are only effective if we confirm them in writing. Any terms and conditions of the Buyer that we do not accept in writing are not binding for us, even if we do not expressly object to them.

2. Our Terms of Delivery only apply to companies within the meaning of § 14 BGB (German Civil Code), to legal entities under public law or special funds under public law.

## II. Offers, scope of delivery

1. Our offers are subject to change without notice. Verbal and telephone agreements require our written confirmation to be valid.

2. The documents belonging to our offers, such as illustrations and drawings as well as weight and dimensional data, are only approximately authoritative, unless we expressly describe them as binding. Only our order confirmation is decisive for the quality of the delivery item. We reserve the right of ownership and copyright to cost estimates, drawings and other documents. These documents may not be made available to third parties without our consent.

3. The delivered parts comply with the standards and regulations applicable in the Federal Republic of Germany. The Buyer shall be responsible for any necessary testing and acceptance of the delivery parts according to foreign technical standards and regulations.

4. The scope of delivery is determined by our written order confirmation. If no such confirmation is available, our offer is decisive. Additional agreements and changes must be confirmed in writing.

## III. Prices and terms of payment

1. The list prices valid at the time of delivery are decisive. Unless otherwise agreed, they apply ex works without packaging.

2. If, after conclusion of the contract, it becomes apparent that our claim to payment is jeopardised by the purchaser's inability to pay, we may refuse to perform our obligations and set the purchaser a deadline for payment concurrently with delivery or for the provision of security. In the event of the unsuccessful expiry of the deadline, we shall be entitled to withdraw from the contract and to claim damages. The setting of a deadline is not necessary if the Buyer seriously and finally refuses payment or if special circumstances exist which justify our immediate withdrawal after weighing the interests of both parties.

## IV. Delivery time

1. The deadlines stated in our order confirmations or otherwise agreed with the Buyer are decisive. The observance of these deadlines presupposes the timely receipt of all documents to be supplied by the Buyer as well as the observance of the agreed terms of payment and other obligations. If these prerequisites are not met in time, the delivery period shall be extended by the duration of the delay. Partial deliveries are permissible to an extent reasonable for the Buyer.

2. The delivery deadline is deemed to have been met if the operational consignment is dispatched or collected within this period. If the delivery is delayed for reasons for which the Buyer is responsible, the deadline is deemed to have been met if the completion or readiness for dispatch is reported within the agreed period. Partial deliveries are permissible to an extent reasonable for the Buyer.

3. If we are prevented from fulfilling our obligations by the occurrence of unforeseeable extraordinary circumstances which we could not avert despite exercising reasonable care according to the circumstances of the case - regardless of whether they occurred in our factory or at our suppliers' premises -, for example operational breakdowns, official intervention, delays in the delivery of essential raw materials and building materials or energy supply problems, the delivery period shall be extended by the duration of the hindrance, unless the delivery or service is impossible. If delivery or performance becomes impossible due to the above-mentioned circumstances, we shall be released from our delivery obligation.

4. In the event of strike or lockout, the delivery period shall likewise be extended to a reasonable extent. If the delivery or service becomes impossible, we shall be released from the delivery obligation. If the delivery period is extended by more than one month in the above-mentioned cases, the Buyer is entitled to withdraw from the contract. The assertion of claims for damages is excluded. If the aforementioned circumstances occur at the Buyer's premises, the same legal consequences shall apply to his obligation to accept delivery. We can only invoke the circumstances mentioned here if we inform the Buyer immediately.

5. If dispatch or delivery is delayed at the request of the Buyer, we may charge storage fees amounting to half a percent of the net invoice amount for each month or part thereof, beginning one month after notification of completion or readiness for dispatch. The storage fee is limited to five percent of the net invoice amount, unless we can prove higher costs.

## V. Packaging

1. We pack the delivery items properly and at our discretion.

2. All articles are weighed and calculated gross for net in packaging customary in the industry.

## VI. Shipping and transfer of risk

1. The risk is transferred to the Buyer upon dispatch. If dispatch is delayed for reasons within the sphere of influence of the Buyer or his vicarious agents, the risk shall pass to the Buyer on the day of notification of readiness for dispatch. If the goods are delivered by our vehicles/employees, the risk is transferred to the Buyer upon completion of the unloading process.

2. As a matter of principle, we insure the entire consignment at the Buyer's expense by means of a transport insurance policy customary in the industry, including loading and unloading as well as moving the goods to the place of installation immediately after unloading. Further insurances are only taken out at the written request of the Buyer and against advance payment.

## VII. Retention of title

1. The delivered goods remain our property until the agreed price has been paid in full, including all claims arising from the business relationship and future claims, and until bills of exchange and cheques have been honoured.

2. The Buyer is permitted to resell the goods in the ordinary course of business. The Buyer hereby assigns to us his claims arising from the resale of the reserved goods, in particular the payment claims against his Buyers. We accept this assignment. The Buyer is obliged to notify his debtors of the assignment at our request. We must be informed of the claims and names of the Buyer's debtors.

3. The Buyer is entitled to collect claims from the resale. In the event of default of payment or if we become aware of circumstances which, according to commercial discretion, are suitable to reduce the creditworthiness of the Buyer, we are entitled to revoke the right to collect.

4. Treatment and processing of the goods subject to retention of title shall be carried out for us as manufacturer within the meaning of § 950 BGB (German Civil Code). If the reserved goods are processed or mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the net invoice value of the reserved goods to the net invoice value of the other goods used at the time of processing or mixing.

5. The transfer by way of security of goods which are our property is not permitted. In the event of access by third parties to the goods subject to retention of title, in particular garnishments, the Buyer shall draw attention to our ownership of the goods and notify us immediately by sending us a copy of the garnishment report.

6. We are entitled to withdraw from the contract if the Buyer acts in breach of contract and to demand the return of the goods delivered by us.

## VIII. Buyer's rights in case of defects

1. We hereby assign our claims against suppliers of essential third-party products to the Buyer. The Buyer can only hold us liable for defects in essential third-party products if prior recourse to the third-party supplier was unsuccessful.

2. We shall not be liable for the suitability of the goods for the purposes intended by the Buyer unless these purposes have become part of the contract. As far as we advise on application technology, we are liable for intent and gross negligence.

3. In case of justified notices of defect, we have the right to rectify the defect or deliver a replacement at our discretion within a reasonable period of at least 14 days. If the subsequent performance fails, the Buyer may reduce the price or - if the lack of conformity is not only minor - withdraw from the contract. In addition, he shall be entitled to claim damages or reimbursement of expenses, if applicable. If the Buyer withdraws from the contract, he must return the delivery item to us and - irrespective of other claims - pay an appropriate fee for the time of use in the amount of the usual rent.

4. Claims of the Buyer on account of expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the delivery item has subsequently been taken by the Buyer or a third party to a place other than the place of delivery, unless the transfer corresponds to the intended use of the delivery item or was agreed with us when the contract was concluded.

5. Buyer's claims due to defects shall become time-barred after 12 months. This shall not apply insofar as the law in §§ 438 para. 1 no. 2, 479 para. 1 and 634 a para. 1 no. 2 BGB (German Civil Code) prescribes longer periods, namely for buildings and items for buildings, recourse claims and construction defects.

6. Claims for damages due to material defects are limited as follows:

We shall not be liable for slightly negligent breach of insignificant contractual obligations. Our liability for consequential damage caused by defects is excluded except in cases of intent, gross negligence or breach of essential contractual obligations. Essential contractual obligations are those whose fulfilment is the basis of the contract and on whose compliance the Buyer may rely. Insofar as we are liable for consequential damage caused by a defect, our liability is limited to foreseeable damage that cannot be attributed to exceptional circumstances. The above limitation of liability does not limit the Buyer's claims for physical injury or damage to health attributable to us or in the event of loss of life of the Buyer or his vicarious agents. The Buyer's claims under the Product Liability Act and claims in the event of a guarantee given by us and in the event of fraudulent concealment of a defect shall also remain unaffected. With regard to these claims, the statutory periods of limitation apply.

## IX. Limitation of liability, compensation

1. The following restrictions apply to our contractual and non-contractual (tortious) liability as well as liability for fault at the time of conclusion of the contract. The burden of proof for the facts justifying a limitation of liability or an exclusion of liability lies with us.

2. We are not liable for the slightly negligent breach of insignificant contractual obligations. In the case of a slightly negligent breach of essential contractual obligations, the claim for damages is limited to the foreseeable damage typical for the contract. In the case of grossly negligent breach of non-essential contractual obligations, we shall be liable for the foreseeable damage typical of the contract. Apart from that, our liability is not limited. Essential contractual obligations are those whose fulfilment is the basis of the contract and on whose compliance the Buyer may rely. In case of slightly negligent breach of duty due to delay, our liability is limited to 5% of the net value of the goods/purchase price.

3. A limitation of liability shall not apply if we are liable for injury to life, body or health.

4. Any claims of the Buyer arising from the Product Liability Act shall not be affected by the above limitations of liability.

## X. Place of performance, place of jurisdiction and applicable law

1. The place of performance for all obligations arising from the contractual relationship is Kirchzellern.

2. The place of jurisdiction for all disputes arising from the contractual relationship, if the Buyer is a merchant, a legal entity under public law or a special fund under public law, is Kirchzellern. However, we shall be free to appeal to the court responsible for the Buyer's registered office.

3. Solely German law applies. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Convention) is excluded.

## XII. Privacy policy

The data protection information on our website applies.