

## 1. General – Scope of application

### 1.1

Solely our General Terms and Conditions of Business apply; we do not acknowledge the Customer's terms and conditions that conflict with or differ from our General Terms and Conditions of Business unless we explicitly consented in writing to the application thereof. Our General Terms and Conditions of Business also apply if we effect the delivery to the Customer without reservation whilst cognizant of the Customer's terms and conditions that conflict with or differ from our General Terms and Conditions of Business.

### 1.2

All agreements entered into between the Customer and us for the purpose of the performance of this contract are laid down in writing in this contract.

Verbal arrangements or arrangements made by telephone or telegraph that differ from these General Terms and Conditions of Business are not legally binding until confirmed by us in writing. A delivery period commences once the confirmation of order is dispatched, albeit in the event of an agreed prepayment or down-payment not until it arrives. The delivery period is complied with if the delivery item has left the factory or we have reported that it is ready before the end of the delivery period.

### 1.3

Our General Terms and Conditions of Business apply only to traders as defined in § 310 para. 1 of the BGB [German Civil Code].

## 2. Impairments of performance

Circumstances that prevent or impede manufacture or dispatch, e.g. *force majeure*, war, industrial dispute, riot, official measures, a shortage of energy or raw materials, interruptions of traffic, stoppages, the absence of deliveries to us from our suppliers, release us for the duration of these circumstances from our obligation to deliver. Should these circumstances last more than one month from the agreed delivery date, we are entitled to withdraw from this obligation to deliver. The contractual partner is also entitled in this respect to cancel the contract.

## 3. Liability for defects

A precondition for the contractual partner's warranty claims is that said partner has duly and properly complied with his obligations to examine and notify defects under § 377 of the HGB [Commercial Code]. Notices of defects must be given in writing within 10 days of receiving the goods. Complaints regarding quantity, weight and number of items must be made upon taking delivery of the goods. Complaints cannot be made of discrepancies of up to 3% in quantity, weight and number of items. The purchaser undertakes to carry out appropriate suitability tests with regard to the goods delivered by us or have such tests carried out. These must be based on the requirements of an up-to-date quality management system (currently DIN EN 9001:2000). We can have goods that have been objected to inspected, examined and tested prior to the final decision. If there is a defect in the item of purchase we are entitled to opt between subsequent performance in the shape of remedying the defect or to deliver a new flawless item. Should the subsequent performance fail, the contractual partner is entitled to cancellation or reduction.

We are liable under the provisions of law if the Customer asserts claims for compensation based on gross negligence or intent, including gross negligence or intent on the part of our representatives or agents. The liability for compensation for damage of any type whatsoever, including consequential damage, is excluded insofar as legally admissible. This does not affect the statutory provisions on exclusion of liability in accordance with § 444 of the BGB. If and when the exclusion of liability should be invalid and there is no case as defined in § 444 of the BGB, the liability is limited at all events to the amount of the value of the goods delivered.

## 4. Intended use

Responsibility for the suitability of our products for the purpose intended by the contractual partner but not stipulated in the contract is excluded insofar as legally admissible. Instructions for use or recommendations are given to the best of our knowledge on the basis of practical experience. They do not however constitute assurances. Liability for subsequent damage due to defects is excluded insofar as legally admissible.

## 5. Forwarding costs

Unless agreed otherwise, goods are forwarded at the consignee's expense. The goods are forwarded at the consignee's risk even if carriage-paid delivery has been agreed.

## 6. Term of payment

The term of payment is 14 days from the invoice date with a 2% discount or 30 days net, unless other agreements have been made explicitly in writing. A discount cannot be deducted from new invoices if previous invoices are still unpaid.

## 7. Security deposit

If after the conclusion of the contract we become aware of circumstances from which we can conclude that the contractual partner's ability to pay is lacking or doubtful, we are entitled to demand prepayment or a security deposit regardless of the terms and conditions agreed in the contract. Should the contractual partner fail to comply with his prepayment or security deposit obligation in this case, we can cancel the contract concerned and other contracts not yet fulfilled and demand compensation.

## 8. Payment

Payment must be made solely to us or into the bank account quoted on our invoice. Payment orders, bills of exchange and cheques are only accepted by special agreement and only as a conditional payment until honoured. Collection costs, bill of exchange and discount costs are borne by the contractual partner. Rediscounting and prolongation are not deemed discharge of payment.

## 9. Set-off, right of retention

The contractual partner is only entitled to set-off provided the set-off claim is uncontested or established in law. The right of retention is excluded in commercial legal transactions.

## 10. Reservation of title

The goods delivered remain our property until the payment amounts and all other receivables to which we are entitled from our business relations with the contractual partner have been paid in full. With payment by cheque or bill of exchange the reservation of title applies until the former is credited or the latter honoured. The precondition for a bill of exchange being accepted – and this fundamentally requires an explicit separate agreement – is that it is discountable. We are not liable for the consequences of non-punctual presentation or non-punctual protest. Should the contractual partner default on payment, if a cheque he presents not be honoured or if a bill of exchange from the contractual partner accepted by us is protested or if the contractual partner is insolvent, all our existing receivables from him become due for payment immediately. Goods delivered to him by us under reservation of title that have not yet been paid for or not paid for in full have to be surrendered to us. In addition we reserve the right to make claims for compensation.

Disposals over goods delivered by us under reservation of title outside of the normal course of business, in particular assignments by way of security, pledging or the like, are inadmissible without our prior consent in writing. The contractual partner is required to notify us immediately of attachments or seizures of the goods delivered by us under reservation of title and to furnish us with all the information enabling us to assert our rights to the goods we own. All the same the contractual partner is himself obliged to do his utmost to safeguard our rights to objects delivered under reservation of title.

The acceptance of a statement of account does not affect the reservation of title.

## 11. Miscellanea – Place of performance and place of jurisdiction

The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Munich.

Only German law applies; UN law on contracts for the international sale of goods is precluded. Unless stated otherwise in the confirmation of order, our domicile is the place of performance.

If the written form is provided for, this requirement for the written form can only be eliminated by agreement in writing.