

General Terms and Conditions of Sale, Delivery and Payment

1. Introduction: These General Terms and Conditions of Sale, Delivery and Payment shall apply exclusively unless they are amended in any express written agreement. Quotations, acceptance of quotations, acknowledgment of orders or sale of any goods shall be subject to these terms and conditions. Any terms and conditions of the purchaser or provisions of the purchaser that are contradictory to these terms and conditions shall, even if they are known, be rejected. These terms and conditions shall furthermore provide the basis for all future transactions. Note under Section 33 of the Federal Data Protection Act: personal data from contracts will also be held on computer.

2. Orders and quotations: All supplier quotations and delivery options are subject to confirmation. Orders shall only be deemed to have been accepted if they are accepted in writing within 21 days of submission (including by invoice or delivery note). The scope of delivery shall be governed exclusively by the written order acknowledgment. The purchaser shall bear responsibility for the accuracy of the order. If goods need to be manufactured, processed or treated, the purchaser shall be required to make good any damage that is caused because such contractually agreed processing or treatment of the goods, carried out on the basis of the purchaser's specification, is shown to be a breach of patent, copyright, trademark or other property right of a third party.

3. Prices and calculation of prices: Unless prices have been agreed for goods and services, the list prices valid at the date of delivery shall apply plus VAT. All prices are ex works and exclude packaging. Tolerances in quantities delivered shall be permissible if they are in a reasonable proportion to the total quantity (plus/minus 10%).

4. Deliveries: Deliveries shall be made ex works for the account and at the expense of the purchaser. If goods are kept in store for the sole disposal of the purchaser (call-off items), the purchaser shall be in default if, without being reminded, it fails to take delivery of such goods within the agreed period.

5. Delivery period: The delivery dates or delivery periods stated in the order acknowledgment indicate the earliest possible delivery time and are without obligation. Set calendar delivery dates shall be binding only if they have been expressly confirmed in writing. Delivery periods shall commence on the day on which the order acknowledgment is dispatched, however not before the submission of any documents, approvals or clearances to be furnished by the purchaser or before receipt of any agreed deposit payment. The delivery period is met once the goods have left the factory or notice is given that they are ready for shipment.

6. Passing of risk: The risk of goods becoming damaged or lost shall pass to the purchaser as soon as the goods have left the supplier's factory, this also being the case if part shipments are made. If the supplier has undertaken to deliver the goods to the purchaser, the purchaser shall bear the risk of transportation even if Incoterms to the contrary are agreed. If shipment is delayed by circumstances for which the purchaser is responsible, the risk shall pass to the purchaser as from the day on which the goods are ready for shipment. Goods shall be stored on the purchaser's account and at the purchaser's risk. Items delivered must be accepted by the purchaser without prejudice to the purchaser's rights.

7. Notice of defects: It shall not be possible to notify defects that the purchaser could have discovered if care had been exercised when delivery was taken or during initial sample inspection. Even if selection samples have been sent, the purchaser must inspect the goods without delay on arrival and give notice of any defects in writing or the warranty will be void. Notice of complaints must be given in writing before the goods are processed, must contain an exact description of the alleged claim or flaw and must be accompanied by packing slips. The quality of the goods shall be considered to have been approved if the supplier does not receive a written notice of defects within 7 working days of the goods arriving.

8. Warranty: The supplier shall not assume any responsibility for the goods being suitable for a specific purpose. If the item supplied is faulty or if it lacks warranted qualities or if it becomes defective within a warranty period as a result of manufacturing or material flaws, the supplier shall, at its equitably exercised discretion, be able to rectify defects or make a new delivery on return of goods already delivered. If it is not possible to remedy the defect or if such would involve unreasonable effort and expense, the purchaser may only demand a reduction in payment. The purchaser shall, by way of exception, also be able to demand a reduction in payment if it cannot be reasonably expected to remedy the defect. The supplier must be given the opportunity to locate the defect brought to its notice. Goods that are the subject of complaint must be returned without delay on request. Replaced parts shall become the property of the supplier. The latter shall take no responsibility for inappropriate or improper use, for incorrect assembly or repair by the purchaser or a third party, for natural wear, improper or negligent treatment or for improper maintenance. If rectification is made by the purchaser or any third party, the supplier shall not be liable for any conse-

quences that may arise therefrom. The same shall apply to any modifications that are made to the delivery item without the supplier's prior consent. If, within a reasonable period, warranty obligations are not met or not met in the manner agreed, the purchaser shall be able to set a final deadline in writing. If this deadline expires without result, the purchaser shall be able to make the necessary rectification itself or place rectification in the hands of a third party. If rectification has been carried out successfully by the purchaser or a third party, all claims on the part of the purchaser shall be settled upon reimbursement of the costs incurred by it. Only the supplier's product description shall be considered as the agreed quality of the goods. If the purchaser receives deficient assembly instructions, the supplier shall only be obliged to supply assembly instructions free of any deficiency and only if the deficiency in the assembly instructions prevents proper assembly.

9. Limitations of liability: If the purchaser incurs damage as a result of a delay for which the supplier is responsible, the purchaser shall, to the exclusion of further claims, be entitled to demand compensation for damage caused by the delay. This shall amount to 0.5 per cent for each full week and in total to no more than 5 per cent of the value of that part of the overall shipment which, on account of the delay, cannot be used in time or as agreed. If, through fault on the part of the supplier as a result of failing to implement or of incorrectly implementing proposals or deliberations coming about before or after entering into the contract, or as a result of infringing other contractual accessory obligations – in particular, instructions on operating and maintaining the delivery item – the delivery item cannot be used by the purchaser as agreed, the arrangements set forth in clause 8 of these terms and conditions and the following arrangements shall be applicable, to the exclusion of further claims. The supplier shall only be liable for damage, including damage not occurring on the delivery item itself, if such is caused as a result of intent, of gross negligence, of culpable harm to life, limb and health, or defects that the supplier has fraudulently concealed or whose absence it has guaranteed, or defects in the delivery item insofar as product liability law provides for liability for personal injury and damage to property caused by privately used objects. Liability for each occurrence of damage – on whatever legal ground – shall be limited to the amount of 30% of the order value. Any liability above and beyond this amount shall be ruled out.

10. Force majeure: Acts of God, industrial disputes, riots, government action, delivery stoppages or other unforeseeable, unpreventable and serious events shall release the supplier from its obligations for the duration of the disturbance and to the extent of the effect of this disturbance. This shall apply even if these events occur at a time when the supplier is in default. The supplier shall, to the extent reasonably expected of it, immediately provide the necessary information and adapt its obligations in good faith to the changed circumstances.

11. Terms of payment: Unless otherwise agreed, all payments shall be due in the full amount upon delivery or upon acceptance of delivery. Without further notification, the purchaser shall be in arrears 30 days after the due date if payment is not made. Bills of exchange will be accepted only on the basis of written agreement and only on account of performance without liability for protest. The purchaser may not offset counterclaims and has no right of retention on the basis of these claims unless the purchaser's claims are undisputed or final and absolute.

12. Default in payment and deterioration of the purchaser's solvency: If the purchaser is in arrears with the payment of amounts invoiced for transactions already delivered, the supplier shall be able to make delivery of outstanding orders contingent on the settlement of due invoices or on advance payment of the purchase price or withdraw from the contract. The same right shall exist if, after entering into the contract, a significant deterioration becomes known in the purchaser's financial circumstances. The agreed payment dates must still be observed even if warranty claims are asserted. In the event that the purchaser defaults in payment and composition or insolvency proceedings are instigated against it in or out of court, discounts granted as well as freight reimbursements shall be withdrawn. The same legal consequences shall ensue on the 31st day after the invoice becomes due.

13. Retention of title: The goods delivered by the supplier shall remain the supplier's property until it receives all payments due to it from the business relationship with the purchaser. If the purchaser acts in breach of contract, in particular if the purchaser falls into arrears, the delivery item may be repossessed; the purchaser shall be obliged to surrender it and shall allow the supplier to collect and recover its goods at any time. Repossessing a delivery item does not equate to withdrawing from the contract unless such is expressly declared in writing. In the event of attachment or other intervention by third parties, the purchaser shall be required to provide immediate notification so that opposition proceedings can be instituted to prevent execution. If the third party is not in a position to reimburse the judicial and extra-judicial costs

of opposition proceedings, the purchaser shall be liable for the loss arising. The purchaser shall be entitled to resell the delivery item in the ordinary course of business. The purchaser here and now assigns to the supplier all claims against its buyers or third parties in the amount of the final invoice balance, including value-added tax, that arise from the resale, regardless of whether the goods have been resold without having been processed or after they have been processed. The purchaser is empowered to collect such claims even after assignment unless the supplier prohibits the purchaser from doing so. The supplier's authority to collect the claim itself shall remain unaffected. The supplier shall, however, undertake not to collect the claim itself as long as the purchaser duly meets its payment obligations and is not in arrears.

The supplier shall, at all events, be able to demand that the purchaser disclose the assigned claim and its debtors, provide all information necessary for collection, hand over the associated documents and notify the debtors of the assignment. The purchaser shall only process or refashion the goods for the supplier. If the goods are processed with other items, the supplier shall acquire joint ownership of the new article in proportion to the value of the retained goods to the other processed items at the time of processing. In all other respects, the same shall apply to the article that is created as a result of processing as applies to the retained goods. If the goods are inseparably combined with other items, the supplier shall acquire joint ownership of the new article in proportion to the value of the goods to the other combined items at the time of combination. If combination takes place in such a manner that the purchaser's article must be regarded as the primary article, it shall be considered as agreed that the purchaser will assign proportional joint ownership to the supplier. The purchaser shall preserve sole ownership or joint ownership. The purchaser shall assign any claim to security accruing to it against any third party as a result of combining the goods with a piece of land.

14. Resale clause: The goods supplied may only be exported to those countries for which written clearance is given. Without consent, the purchaser must not sell to buyers known to have the intention of exporting the goods. This ban shall only apply if and to the extent by which it is covered by the EU Commission's notice on agreements of minor importance. In cases where goods are delivered abroad, the purchaser shall bear any risk arising from the applicability of laws and statutes in force abroad.

15. Warranty period and limitation of actions: The warranty period shall be 12 months from the time at which the goods are delivered under clause 4 of these terms and conditions. However, the consequences set forth in clause 7 of these terms and conditions shall apply if the purchaser fails to provide notification of the defect in good time. The warranty period for goods which, in accordance with their normal usage, have been used for an edifice and have caused its defectiveness, shall be five years. All claims on the part of the purchaser – on whatever legal grounds, in particular claims for damages on account of goods being defective – shall become statute-barred after 12 months from the time of delivery.

16. Place of performance, venue and choice of law: The place of performance for all obligations arising from the contractual relationship shall be the supplier's place of business. If the purchaser is a merchant, a legal person under public law or a special asset under public law, the legal venue for all legal disputes, including those arising as part of proceedings related to a bill of exchange or cheque, shall be the supplier's place of business. The supplier shall also have the right to take legal action at the seat of the court having jurisdiction over the purchaser or at any other court that may have jurisdiction under national or international law. The contractual relationship shall be governed by German law. Application of the UNCITRAL sales convention (United Nations convention on the international sales of goods) shall be excluded.

17. Severance: Should individual provisions of these General Terms and Conditions of Sale, Delivery and Payment be or become ineffective, this shall not affect the validity of the remaining provisions.