

## **1. general provisions**

1.1 Our deliveries and services are provided exclusively on the basis of our terms of delivery. Conflicting terms and conditions of the customer are only binding for us if and insofar as we have expressly acknowledged them in writing. Our terms and conditions of delivery shall also apply if we unconditionally perform the delivery or service to the customer in the knowledge that the customer's terms and conditions conflict with or deviate from the terms and conditions of delivery.

1.2 Our offers are subject to change without notice. Contracts and other agreements shall only become binding upon our written confirmation.

## **2. prices, terms of payment**

2.1 Unless otherwise agreed, our prices shall apply ex works and for domestic deliveries plus value added tax (VAT). If there is a substantial change in certain cost factors between the conclusion of the contract and the delivery date, such as in particular the costs for wages, input material, energy and/or freight, the agreed price can be adjusted to a reasonable extent in accordance with the influence of the relevant cost factors.

2.2 Payments must be received by us without deduction within 30 days of the invoice date. In the event of overdue payments, interest shall be charged from the due date at a rate of 4% above the EURIBOR interest rate. Invoices for commission orders are payable immediately.

2.3 The buyer may only offset undisputed or legally established claims. He shall only be entitled to rights of retention if they are based on the same contractual relationship.

2.4 If our payment claim is endangered as a result of circumstances occurring after conclusion of the contract which result in a significant deterioration of our financial situation, we shall be entitled to make it due - irrespective of the term of credited bills of exchange. If the purchaser is in arrears of payment which indicates a risk to our claim, we shall be entitled to take back the goods, enter the purchaser's premises if necessary and take the goods away. We may also prohibit further processing of the delivered goods. This shall not apply if the purchaser is not responsible for the payment arrears. Taking back the goods does not constitute withdrawal from the contract. In both cases, we may revoke the authorization to collect according to item 7.7 and demand advance payment for outstanding deliveries. The buyer can avert all these legal consequences by providing security in the amount of our endangered payment claim.

2.5 We shall be entitled to the usual type and scope of securities for our claims, even if they are conditional or limited in time.

2.6 The statutory provisions on default of payment shall remain unaffected.

## **3. dimensions, weights, qualities**

3.1 Deviations from dimension, weight and quality are permissible according to DIN or if this is a valid practice. Other deviations require a special agreement.

3.2 Weights shall be determined on our calibrated scales and shall be decisive for invoicing. Proof of weight shall be furnished by presentation of the weighing report.

## **4. dispatch and transfer of risk**

4.1 In the absence of special instructions, the route and means of transport as well as the designation of the forwarder or carrier shall be at our discretion.

4.2 If the loading or transportation of the goods is delayed for reasons for which the purchaser is responsible, we shall be entitled, at the purchaser's expense and risk, to store the goods at our reasonable discretion, to take all measures deemed appropriate to preserve the goods and to invoice the goods as delivered. The same shall apply if goods declared ready for dispatch are not called off within 4 days. The statutory provisions on default of acceptance shall remain unaffected.

4.3 In the event of damage in transit, the purchaser must immediately arrange for a statement of the facts to be made by the competent authorities.

4.4 The risk shall pass to the Buyer upon delivery of the goods to the forwarding agent or carrier, but no later than upon leaving the factory or warehouse.

4.5 The Incoterms 2010 shall apply to the interpretation of the trade terms.

4.6 We are entitled to make partial deliveries.

4.7 Unless otherwise agreed, the goods shall be delivered unpacked and not protected against corrosion.

## **5. delivery times, delays in delivery**

5.1 The agreed delivery times shall only apply if all details of the order are clarified in good time and all obligations of the buyer are fulfilled in good time.

5.2 If the buyer does not fulfil contractual obligations - including cooperation or ancillary obligations - such as the opening of a letter of credit, the provision of domestic or foreign certificates, the making of an advance payment, etc., in a timely manner, we shall be entitled

- without prejudice to our rights arising from the Buyer's default - to reasonably postpone the delivery of the goods in accordance with the requirements of our production process.

5.3 The time of dispatch ex works shall be decisive for compliance with the delivery times. If the goods cannot be dispatched on time through no fault of our own, the delivery times shall be deemed to have been observed upon notification of readiness for dispatch.

5.4 If we are prevented from fulfilling our obligations by the occurrence of unforeseen events which affect us or our suppliers and which we could not avert even with reasonable care according to the circumstances of the case,

z. B. War, acts of government, civil unrest, forces of nature, accidents, other operational disruptions and delays in the delivery of essential operating materials or primary materials, the delivery period shall be extended by the duration of the hindrance and a reasonable start-up period. If the delivery becomes impossible or unreasonable for us due to the hindrance, we can withdraw from the contract; the buyer has the same right if acceptance is not reasonable due to the delay. In any case, strikes or lockouts shall also be deemed to be a hindrance for which we are not responsible within the meaning of this paragraph.

The delivery period shall be extended - without prejudice to our rights arising from the Buyer's default - by the period during which the Buyer is in default with respect to us.

If we are in default, the buyer may withdraw from the contract after expiry of a reasonable grace period set by him in writing. The same shall apply if delivery of the goods becomes impossible for reasons for which we are responsible.

The seller undertakes to inform the buyer immediately of the occurrence of an unforeseen event within the meaning of paragraph 1.

5.5 A right of rescission to which the Buyer or us are entitled according to Clause 5.4 shall in principle only extend to the part of the contract which has not yet been fulfilled. If, however, partial deliveries cannot be used by the buyer, he shall be entitled to withdraw from the entire contract.

5.6 The buyer shall only be entitled to further rights, in particular claims for damages, if we are guilty of intent or gross negligence.

#### **6. defects of the goods, warranty**

6.1 In the event of justified, immediate notification of defects, we shall take back defective goods and replace them: instead, we shall be entitled to rectify the defect. Only if we do not comply with these obligations shall the purchaser be entitled to the statutory warranty rights. In cases where warranted characteristics are lacking, we shall only be liable to the extent that the purpose of the warranty was to protect the purchaser against the damage that had occurred.

6.2 The Buyer shall immediately give us the opportunity to convince ourselves of the defect, in particular to make the goods complained of or samples thereof available upon request.

6.3 After an agreed acceptance has been carried out, the notification of defects which can be detected during the acceptance shall be excluded.

6.4 In the case of goods which have been sold as declassified material - e.g. so-called II-a material - the buyer shall not be entitled to any warranty rights with regard to the stated defects and those which he would normally have to expect.

#### **7. retention of title**

7.1 The goods shall remain our property until all outstanding claims have been paid in full. The customer is revocably authorised to resell the goods; any claims for payment of the purchase price arising from the resale are hereby assigned to us. Any processing or transformation of the object of sale by the customer shall always be carried out on our behalf. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale to the other processed objects at the time of processing. If the object of sale is mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale to the other objects at the time of mixing. If the customer's item is to be regarded as the main item, the customer shall transfer co-ownership to us pro rata.

7.2 A withdrawal from the contract is not necessary to assert the retention of title.

7.3 If the Buyer processes, combines or mixes the reserved goods with other goods, we shall be entitled to co-ownership of the new object in the ratio of the invoice value of the reserved goods to the invoice value of the other goods. If our ownership lapses due to combination, mixing or processing, the buyer hereby assigns to us the ownership or expectant rights to which he is entitled to the new stock or item to the extent of the invoice value of the reserved goods, in the case of processing to the ratio of the invoice value of the reserved goods to the invoice value of the other goods used, and shall keep them in safe custody for us free of charge. Our co-ownership rights shall be deemed reserved goods within the meaning of Clause 7.1.

7.4 The Buyer may only resell the goods subject to retention of title in the ordinary course of business at his normal terms and conditions and as long as he is not in default, provided that he agrees a retention of title with his customer and that the claims from the resale are transferred to us in accordance with Clauses 7.5 and 7.6. He is not entitled to dispose of the reserved goods in any other way. The use of the reserved goods for the performance of works and contracts for work and materials shall also be deemed a resale.

7.5 The buyer's claims arising from the resale of the reserved goods are hereby assigned to us. They shall serve as security to the same extent as the reserved goods within the meaning of Clause 7.1.

7.6 If the reserved goods are resold by the purchaser together with other goods, the claim from the resale shall be assigned to us in the ratio of the invoice value of the reserved goods to the invoice value of the other goods. In the event of the resale of goods in which we have co-ownership shares in accordance with Clause 7.3, a part of the claims corresponding to our co-ownership share shall be assigned to us.

7.7 The purchaser is entitled to collect claims from the resale, unless we revoke the collection authorisation in the cases stated in Clause 2.4. At our request he shall be obliged to inform his customers immediately of the assignment to us - unless we do so ourselves - and to provide us with the information and documents required for collection.

7.8 In no case shall the purchaser be entitled to assign the claims; this shall also apply to factoring transactions which are not permitted to the purchaser on the basis of our collection authorisation.

7.9 The buyer must inform us immediately of any seizure or other impairments by third parties.

7.10. If the value of the existing securities exceeds the secured claims by more than 20% in total, we are obliged to release securities of our choice at the buyer's request.

#### **8. setting/offsetting and assignment**

8.1 The customer may only set off his own claims against our claims if these have been expressly acknowledged by the factor or if they have been legally established. The same applies to rights of retention and other counter rights.

8.2 We are entitled to assign the claims arising from our business relationship and to pass on the associated data subject to the proviso that the assignee undertakes to maintain the same confidentiality as we do.

#### **9. general limitation of liability**

Unless otherwise stipulated in these terms and conditions, we shall be liable for damages due to breach of contractual or non-contractual obligations only in cases of intent or gross negligence. However, we shall only be liable for intent and gross negligence on the part of non-executive vicarious agents if they violate an essential contractual obligation. This provision shall not affect claims for personal injury or damage to privately used items in accordance with the Product Liability Act.

**10. applicable law**

German law shall apply exclusively to the claims arising from our business relationship.

**11. place of performance and jurisdiction**

11.1 The exclusive place of jurisdiction for disputes arising from and in connection with this contract and / or its conclusion shall be the registered office of our company.

11.2 Place of performance shall be the registered office of our company.