

General Delivery and Payment Terms and Conditions

1. Sales Transactions

- 1.1 All of our goods and services are provided exclusively under these terms and conditions.
- 1.2 Any purchase or general business terms and conditions imposed by the customer are non-binding for us even if we do not expressly object to them.
- 1.3 In case the customer objects to our general delivery and payment terms and conditions, we are hereby stating that we will only declare passage of title to the purchased goods once they have been paid in full.
- 1.4 Our quotations are subject to change without notice; this also applies to the terms and scope of delivery in particular. The contract is not concluded until we submit an order confirmation or dispatch the order. Deviating agreements must be confirmed by us in writing in order to be effective.

2. Prices

- 2.1 All our prices are quoted ex works and net of VAT. Packaging and transportation costs as well as all other incidental costs are borne by the customer.
- 2.2 If the contract terms specify that the goods or services are to be supplied more than 4 months after the contract is concluded, we have the right to charge for the increase in prime costs incurred during this period in addition to the quoted price. Changes to the VAT rates entitle both parties to a corresponding price adjustment.
- 2.3 In commercial business transactions, we have the right to charge for the increase in prime costs incurred up to the date of delivery in addition to the quoted prices if the contract terms specify that the goods or services are to be supplied more than 6 weeks after the contract is concluded.

3. Payment

- 3.1 Terms of payment are specified in the contract. If there wasn't an express agreement our invoices are payable within 14 days net, starting from the invoice date.
- 3.2 In case of late payment, we have the right to impose late payment charges at an annual rate that is 3 % above the respective prime rate of the Deutsche Bundesbank. We reserve the right to assert claims for additional damages. The burden of proof that actual damages are less than the amount claimed by us rests with the customer.
- 3.3 The right to set-off with counter claims is excluded unless such claims are undisputed or legally established.
- 3.4 We only accept drafts and cheques on account of performance. Any costs or fees incurred due to the acceptance of drafts are borne by the customer and are payable immediately upon request. If the financial circumstances of the customer worsen significantly after a draft has been accepted or a payment extension has been granted, we have the right to request immediate payment of all outstanding amounts due to us.

4. Delivery

- 4.1 When an order confirmation is issued, the term of delivery starts when the final order confirmation is sent but not before any documentation required from the customer has been received and any agreed down payment has been remitted.
- 4.2 Exceeding the delivery date by no more than 10 % of the confirmed delivery term is not considered a late delivery. The delivery term is met if the shipment leaves the plant within the delivery term or the customer has been notified that the shipment is ready.
- 4.3 In case of delivery delays caused by circumstances beyond our control, and in particular by acts of God – especially labour disputes – the delivery term is extended by the duration of the events causing the delay, provided these obstacles have a demonstrable, material effect on completion or delivery. This also applies if such circumstances affect our suppliers.
- 4.4 Partial deliveries are permitted.

5. Shipment

- 5.1 Shipment takes place at the customer's risk. The risk is transferred to the customer no later than the time of dispatch, even in case of partial deliveries or if we are providing additional services such as delivery and unloading. If the shipment is delayed by the customer's request, the risk is transferred to the customer when he or she is notified that the shipment is ready.
- 5.2 Shipment takes place according to the best of our knowledge but with no guarantee of using the least expensive, fastest method. Additional costs caused by special shipment conditions imposed by the customer are borne by the customer.

6. Warranty

- 6.1 We warrant our goods and services against defects for a period of 12 months from the date of shipment to the customer.
- 6.2 Damages caused by inappropriate or improper use, failure to adhere to specified procedures, or incorrect and/or negligent use are not covered under warranty.
- 6.3 If our shipments are arbitrarily altered by the customer or by third parties without our written approval, we are not liable for any resulting consequences or losses.
- 6.4 Apparent defects must be communicated to us in writing immediately, no later than one week after the shipment is received. Notifications of defects after this period are excluded.

- 6.5 For all legitimate complaints reported to us in a timely manner within the warranty period, performance of the warranty will be by way of rectification of defects or the delivery of replacement goods. The customer is required to return the defective goods to us for the rectification of defects. If the customer's complaint is legitimate, the freight costs are borne by us. Should the rectification of defects or delivery of replacement goods fail, the customer can demand a reduction of the amount due or rescission of the contract.
- 6.6 In any case, including cases of failed rectification of defects or delivery of replacement goods, claims for damages can only be asserted against us if we acted with intent or gross negligence or in case of failure to meet warranted characteristics.

7. Liability in Other Cases

In all other cases not covered anywhere else in these business terms and conditions, especially in case of default or breach of other pre-contractual or contractual secondary obligations etc., claims for damages – especially also claims arising from illegal acts – are excluded regardless of their legal basis. This also applies to product liability claims in particular. This disclaimer of liability also extends to our employees and assistants. The disclaimer of liability does not apply in case of intent, gross negligence, or failure to meet warranted characteristics

8. Retention of Title

- 8.1 Title to the goods supplied by us is retained until they are paid in full, including all related amounts. In case of payment by draft or cheque or cheque-draft transactions, payment is not considered to have been received until their final encashment. The customer is not permitted to pledge the goods nor to assign them as security. We must be notified of access by third parties immediately, especially in case of execution.
- 8.2 In commercial business transactions, we also retain title to the supplied goods until all deliveries of goods and other amounts receivable arising from the business relationship have been paid in full. The retention of title expires with each full payment of the account for all goods delivered up to that point.
- 8.3 The customer is required to insure the goods subject to retention of title for the invoice amount against all insurable risks, especially against theft and fire. The customer assigns all claims against the insurer to us in advance at this time.
- 8.4 The customer has the revocable right to resell, combine, or process the delivered goods in the ordinary course of business.
- 8.5 In case the goods subject to retention of title are resold, the resulting amounts receivable by the customer are assigned to us in advance at this time up to the amount of and as security for the respective amounts receivable by us from the customer. The customer has the right and the obligation to collect the receivables assigned to us as long as we do not revoke this authorization. Upon request, the customer has to notify us immediately in writing stating to whom the goods were resold and what receivables the customer is entitled to as a result.
- 8.6 Upon request, the customer is required to provide us with information regarding the amount and condition of the goods subject to retention of title held by the customer.
- 8.7 Processing or combination of our goods with other products always takes place for us as the manufacturer, but with no obligation on our part. If our title to the goods supplied by us expires as a result, it is agreed in advance that we acquire a co-ownership share in the items resulting from such processing or combination and that the customer will protect this co-ownership share with the due diligence of a reasonable businessman. Our co-ownership share is determined by the proportion of the invoice amount of our goods to the value of the resulting items. If the items are resold, paragraph 8.5 applies correspondingly. The resulting amounts receivable as a result of resale of the items are assigned to us in advance at this time up to the amount of the proportion identified above.
- 8.8 If the security granted to us under these terms and conditions exceeds the amounts receivable by us by more than 20 %, the customer can request that the excess amount of security be released.

9. Title and Copyright

As the supplier, we reserve title and copyright to all cost estimates, drawings, and other documentation; they must not be made accessible to third parties. The customer is obligated to obtain our consent before making plans identified by us as confidential accessible to third parties.

10. Place of Execution, Jurisdiction, Applicable Law, and Severability Clause

- 10.1 The registered office of our company is the place of execution for all rights and obligations of either party arising from the delivery of our goods and services.
- 10.2 In business dealings with business people who are not included among the tradesmen identified in § 4 HGB (German Commercial Code) and with legal persons under public law, Deggendorf is the agreed jurisdiction.
- 10.3 The contractual relationship is subject to the laws of the Federal Republic of Germany.
- 10.4 Should individual provisions of these general delivery and payment terms and conditions prove to be ineffective, the remaining provisions continue to remain effective and binding.