

Standard Terms and Conditions of Sale and Supply Scope of Application

The present Standard Terms and Conditions of Sale and Supply apply to all our business relationships, including ongoing business relationships. Any and all agreements deviating from these Standard Terms and Conditions require our express written approval in order to become part of the contract between ourselves and the customer.

1. Conclusion of Contract; Termination

- 1.1. Our offers are non-binding and subject to change. This also applies where we have provided the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards and colour, dimensional and weight specifications) or any other product descriptions or documents (including those in electronic format) to which we reserve any and all proprietary rights and copyrights.
- 1.2. Any contracts or contract amendments shall only be deemed to be validly concluded with us if and when we have accepted the customer's purchase order in writing, have agreed in writing on any change requests from the customer or have supplied the goods or services ordered by the customer.
- 1.3. Purchase orders placed for goods by customers shall be deemed binding offers to contract. Unless the purchase order states otherwise, we will be entitled to accept such offer to contract within seven (7) days of receipt. Acceptance may be declared either in writing (e.g. by way of an order confirmation) or by delivering the goods to the customer.
- 1.4. Multiple delivery contracts or supply contracts that are subject to a time limit may be terminated by giving three (3) months' notice prior to the end of any one month.

2. Delivery Period; Delay in Delivery

- 2.1. The delivery period will be agreed on a case-by-case basis or, alternatively, specified by us upon accepting the purchase order. Where this is not the case, the delivery period shall be one (1) month from conclusion of the contract.
- 2.2. In the event that we are unable to comply with a binding delivery period for reasons that are not attributable to us (unavailability of the goods or services), we shall inform the customer without undue delay and at the same time specify a new estimated delivery period. Where the goods or services are not available by the new delivery date, we shall be entitled to rescind the contract in whole or in part; in this case, we shall refund, without undue delay, any payments already made by the customer. A case of non-availability of any good or service within the meaning of this clause is, in particular, our supplier's failure to supply us in good time. Our statutory right of rescission or right of termination as well as any statutory provisions in respect of winding up the contract in the event of the performance obligation being precluded (e.g. as a result of impossibility of performance or because performance and/or supplementary performance cannot reasonably be expected) shall remain unaffected. Likewise, the customer's rights of rescission or termination under Clause 8 below shall also remain unaffected.
- 2.3. For supply contracts, we require notification of the binding supply quantities no later than one (1) month prior to the delivery date, unless we have entered into other agreements with the customer. Any expenses or damage incurred by ourselves as a result of late notification or subsequent changes made by the customer to the quantities called up or the delivery date will be charged to the customer.
- 2.4. Where the dispatch is delayed due to the customer's request, any costs incurred as a consequence of longer storage will also be charged to the customer.
- 2.5. Unless agreed otherwise with the customer, we will choose both packaging and mode of transport.
- 2.6. Any costs for the production of samples and equipment (tools, moulds, etc) will be charged separately. The provisions concerning retention of title shall also apply to samples and equipment.

3. Prices and Terms of Payment

- 3.1. Unless otherwise agreed in individual cases, our prices current at the time of contract conclusion will apply ex warehouse plus VAT at the statutory rate. A low-quantity surcharge of EUR 7.50 will apply to purchase orders having a value of less than EUR 50 net.
- 3.2. In the case of a sale by delivery to a place other than the place of performance (at the request of the customer) (Versendungskauf), the customer shall bear any and all transport costs, including the cost of packaging, postage and any other incidental expenses ex warehouse as well as the cost of any transport insurance requested by the customer. The customer shall also bear any taxes, duty, charges and other public levies.
- 3.3. The purchase price is due and payable without any deductions within thirty (30) days after receipt of invoice and delivery or acceptance of the goods. However, for purchase orders with a value exceeding EUR 200 we reserve the right to request a downpayment of 30% of the purchase price. This downpayment is due and payable within ten (10) days of receipt of invoice.
- 3.4. A 2% early-payment discount will apply to payments received within eight (8) days from the invoice date, provided that any such payments are unconditional.
- 3.5. Upon expiry of the above term of payment, the customer will be in default of payment. The default interest payable shall be eight (8) percentage points above the base rate. We reserve the right to assert further default damages. Our right to claim commercial default interest pursuant to section 353 of the German Commercial Code (Handelsgesetzbuch, „HGB“) in relation to businesses shall remain unaffected.
- 3.6. The customer may only exercise set-offs or retention rights with regard to undisputed or legally enforceable claims.
- 3.7. Where, after contract conclusion, it becomes apparent that our purchase price claim is jeopardised by the customer's lack of ability to perform (as evidenced, for example, by the filing of a petition for the opening of insolvency proceedings), we shall have the right to rescind the contract – subject to a grace period if required – in accordance with the statutory provisions regarding refusal of performance (section 321 of the German Civil Code (Bürgerliches Gesetzbuch, „BGB“)).
- 3.8. Bills of exchange or cheques will only be accepted if previously agreed in writing, with bills of exchange being subject to the additional proviso of any such bills of exchange being eligible for discounting. Both bill of exchange amounts and cheque amounts will only be entered to the customer's credit once we have recorded unconditional receipt of the proceeds. The customer shall reimburse us for any costs incurred.

4. Dates and Deadlines

- 4.1. We consider any dates and deadlines as binding if they have been expressly agreed in writing with the customer.
- 4.2. Agreed deadlines will start to run from the date of our written declaration of acceptance or confirmation, but only once the customer has fulfilled all of the customer's obligations.
- 4.3. Where the contract is amended at the customer's request, the deadlines will be adjusted in line with the additional work required and/or the delay caused by the customer's change request.
- 4.4. We have the right to rescind any contracts with customers if our supplier, for reasons not attributable to us, delivers late or not at all, resulting in us not being able to supply the relevant customer on time in accordance with our obligations, if at all.
- 4.5. Events of force majeure or other extraordinary circumstances, such as labour disputes, government actions or transport disruptions, whether affecting our operations or those of our suppliers, shall release us from our delivery and/or performance obligations vis-à-vis the customer for the duration of their effect or, where any such events or circumstances render performance impossible, we will be completely released from our delivery and/or performance obligations.

5. Retention of Title

- 5.1. We retain title to all goods sold until payment has been made in full on all of our present and future claims under the sales contract and the ongoing business relationship (secured receivables).
- 5.2. Any goods subject to retention of title may not be given in pledge or as security to third parties until the secured receivables are paid in full. The customer must notify us, without undue delay and in writing, if and to the extent that third parties attempt to seize or attach the goods that are our property.
- 5.3. Where the customer is in breach of contract (namely, in default of payment of the purchase price due), we shall be entitled to rescind the contract in accordance with the statutory provisions and to demand return of the goods by virtue of the retention of title and the rescission. Where the customer fails to pay the purchase price due, we may only assert these rights after having set a reasonable grace period for the customer to pay, and such deadline has elapsed without payment being made, or where the setting of any such grace period is not required by law.
- 5.4. The customer is entitled to on-sell and/or process, in the ordinary course of business, any goods subject to a retention of title. In any such cases, the following provisions shall also apply:

- (a) The retention of title extends to any and all products resulting from the processing, intermingling or joining of our goods at their full value, with ourselves being deemed as the producer. Where our goods are processed, intermingled or joined with the goods of third parties and any such third parties have retained title, we shall acquire co-ownership in proportion to the invoice values of the processed, intermingled or joined goods. In any event, the resulting product shall be subject to the same provisions as the goods delivered subject to the retention of title.
- (b) The customer hereby assigns to us, by way of security, any and all claims from the resale of the goods or the products vis-à-vis third parties in full or to the extent of any co-ownership interest in accordance with the preceding paragraph. We hereby accept the assignment. The customer's obligations set out in Clause 6.2 above also apply with regard to the assigned claims.
- (c) The customer shall remain entitled to collect on these claims even after assignment. We hereby undertake to refrain from collecting on any claims as long as customers meet their payment obligations in relation to us, do not default in payment, no petition to open insolvency proceedings has been filed and customers' ability to perform has not been compromised in any other way. However, should any of the above events occur, we may require the customer to disclose to us information on all claims assigned and the relevant debtors including all information required for collection, to pass on all relevant documents to us and to notify any and all debtors (third parties) of the assignment.
- (d) Where the realisable value of the security exceeds our claims by more than 120%, we shall, upon customer's request, release any security selected by ourselves at our own discretion.
- 5.5. The customer shall maintain any goods that are subject to retention of title in proper condition, store them separately and mark them as our property.

6. Customer's Warranty Claims

- 6.1. Any and all claims of the customer arising from defects in quality or title are governed by the statutory provisions, unless otherwise stipulated below. The applicability of the special statutory provisions regarding the delivery of the goods to an end-consumer (right of recourse against supplier pursuant to sections 478, 479 BGB) shall remain unaffected.
- 6.2. Our liability for defects is based primarily on the agreement entered into with regard to the condition of the goods. Agreements as to the condition of the goods include any product descriptions so designated (including those of the manufacturer) which were made available to the customer prior to the purchase order or became part of the contract in the same way as these Standard Terms and Conditions.
- 6.3. Where no agreement was made with regard to the condition, the question as to whether or not a defect exists will be examined in accordance with the statutory provisions of section 434 (1) sentence 2 and 3 BGB. However, we shall not be liable for any public statements made by the manufacturer or any other third parties (e.g. marketing statements).
- 6.4. Any warranty claims of the customer may only be asserted if the customer has given written notification of defect with regard to obvious defects (including incorrect or short shipments) within eight (8) calendar days of delivery and with regard to hidden defects within eight (8) calendar days of discovery, with the timely dispatch of any such notification being sufficient for compliance with these time limits. Where the customer fails to examine the goods properly and/or fails to give any notification of defect, we will not be liable for any defects not notified.
- 6.5. We shall be entitled to carry out supplementary performance within a reasonable period of time, i.e. at our option either by remedying the defect, supplying items free of any defects or by producing new goods.
- 6.6. We shall be entitled to make any supplementary performance owed dependant upon the customer paying any purchase price due. However, the customer shall be entitled to withhold part of the purchase price in reasonable proportion to the defect.
- 6.7. The customer shall give us the time and opportunity required to carry out any supplementary performance owed and, in particular, return to us the goods in question for their examination. Where we provide a replacement, the customer shall return the defective item to us in accordance with the statutory provisions.
- 6.8. Where an actual defect exists, we shall bear any and all expenses required for examination and supplementary performance, including, but not limited to, transport, travel, labour and material costs. Where the customer's request for remedying defects proves to be unjustified, we may demand that the customer reimburse us for any costs incurred.
- 6.9. Subject to Clause 8 below, we shall not be liable in relation to the customer for interruptions or damage caused by inappropriate or improper use, incorrect assembly or commissioning, incorrect or careless treatment or improper repair of our goods/services by the customer or third parties.
- 6.10. The customer shall only be entitled to claim damages or compensation for fruitless expenditure in accordance with Clause 8 below; in all other respects, any such claims are excluded.

7. Other Liability

- 7.1. Unless provided otherwise in these Standard Terms and Conditions, including the following stipulations, we shall be liable, in accordance with the applicable statutory provisions, for any breach of contractual or non-contractual obligations.
- 7.2. We shall be liable for damages – regardless of their legal grounds – for wrongful intent or gross negligence. In cases of ordinary negligence, our liability shall be limited to:
 - a) damages for death or injury to body or health;
 - b) damages for breach of a material contractual obligation (obligation that is of the essence, i.e. its exact performance is so central to the purposes of the contract that the other contract party customarily relies – and is entitled to rely – on its fulfilment); in this case, our liability shall be limited to compensation for foreseeable typical damage.
- 7.3. The restrictions of liability resulting from Clause 8 No. 2 above shall not apply if we have fraudulently concealed a defect or have warranted the condition of the goods. The same shall apply to any claims of the customer under the German Product Liability Act (Produkthaftungsgesetz).
- 7.4. To the extent that any given breach does not constitute a defect, the customer shall only be entitled to rescind or terminate the contract for breach of obligation if such breach is attributable to ourselves. The customer shall not be entitled to terminate the contract at will. Furthermore, all statutory requirements and legal consequences will apply.

8. Limitation

- 8.1. The standard limitation period for claims regarding defects in quality or title is one (1) year from delivery. Where the parties have agreed on formal acceptance, the limitation period will run from the time of acceptance.
- 8.2. The above limitation periods under the law on the sale of goods also apply to both contractual and non-contractual claims for damages on the part of the customer, provided they are based on defective goods, unless the application of the standard statutory limitation period (sections 195, 199 BGB) would result in a shorter limitation period in the individual case. The limitation periods of the German Product Liability Act will remain unaffected in any case. Otherwise, any claims for damages on the part of the customer under Clause 8 above are governed solely by the statutory limitation periods.

9. Data Protection; Confidentiality

- 9.1. We are entitled to store any of our customers' data and process and use any such data for our business purposes in compliance with the statutory provisions.
- 9.2. Any documents mutually provided or used, and any information mutually disclosed or exchanged, may only be used in the performance of the relevant contract and may not be made available to third parties, unless any such documents or information are intended for access by third parties or are publicly known.

10. Choice of Law; Legal Venue

- 10.1. These Standard Terms and Conditions and all legal relationships between ourselves and the customer shall be governed by the laws of the Federal Republic of Germany without regard to its conflict of laws principles or any international or supranational conventions, specifically excluding the application of the UN Sales Convention. However, the requirements and the effects of the retention of title under Clause 6 above shall be subject to the laws that apply at the place where the relevant item is located, to the extent that the choice of law made in favour of German law is not permitted or proves to be invalid.
- 10.2. Where the customer is a business within the meaning of the German Commercial Code („Kaufmann“), a legal entity under public law or a public-law special fund, the exclusive – international – legal venue for all disputes arising directly or indirectly from the contractual relationship shall be the courts at our place of business in Bremen. However, we are also entitled to file an action with the court at the customer's place of general jurisdiction.