

# DELIVERY AND PAYMENT TERMS

## I. VALIDITY OF THE TERMS AND CONDITIONS

The deliveries, services and offers of the contractor are made exclusively on the basis of these terms and conditions. The customer's terms and conditions with reference to his own terms and conditions of business or purchase are hereby rejected.

## II. OFFER AND CONCLUSION OF CONTRACT

2.1. Offers of the contractor are subject to change and are non-binding. Orders shall be confirmed in writing or by fax. The same applies to additions, modifications or collateral agreements.

2.2. Drawings, illustrations, dimensions, weights or other performance data are only binding if this is agreed in writing.

## III. PRICES

3.1. Unless otherwise stated the contractor is bound to the prices in the offers for 30 days from their date. The prices stated in the contractor's order confirmation plus the respective statutory value-added tax shall be binding. Additional deliveries and services are charged separately.

3.2. The prices do not include costs for packaging and freight.

## IV. DELIVERY AND PERFORMANCE PERIOD

4.1. Delivery Dates or periods that can be agreed upon as binding or non-binding must be in writing.

4.2. If the performance owed by the Company is delayed due to force majeure, legal strike, incapacity through no fault of the Company or one of its suppliers, this entitles the Company to postpone the delivery or performance for the duration of the hindrance, but for no longer than six weeks, to the extent that no acknowledged interest of the Customer argues against this. The Contractor may only invoke this extension of performance and delivery time if he informs the Purchaser immediately of the aforementioned circumstances of the delay in delivery time. If the hindrance lasts longer than six weeks, the customer is entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part not yet fulfilled.

4.3. The contractor is entitled to partial delivery and partial performance, to the extent that this is reasonable for the customer.

## V. GUARANTEE

5.1. Notification of obvious defects must be done in writing within two weeks after delivery of the goods or upon acceptance of the performance. After expiration of this period, no warranty claims against obvious defects may be invoked.

5.2. If the order is a fully commercial transaction for both parties to the contract, the provisions of § 377 HGB shall apply accordingly.

5.3. In the case of justified notifications of defects, the contractor may choose either to repair the defective delivery items or to supply the customer with a replacement after taking back the item complained about. As long as the contractor fulfils his obligations to rectify the defects, the customer shall not have the right to demand a reduction of the remuneration or cancel the contract, unless the remedy for the defect has failed. If a remedy for the defect or impossible, or if it fails or is refused, the customer can demand a corresponding price reduction or cancellation of the contract at his discretion.

5.4. Insignificant and reasonable deviations in the dimensions and designs, in particular for repeat orders, remain reserved, insofar as these are in the nature of the materials used and are customary.

5.5. Deviations in dimensions and designs must be checked by the customer before further processing or further use. The Company shall not be liable for consequential damages resulting from a breach of this obligation on the part of the Purchaser.

## VI. REMUNERATION

If the contractual service has been rendered and accepted by the contractor, the remuneration is to be paid after simple invoicing without discount deduction, unless otherwise agreed.

## VII. LUMP-SUM DAMAGES

If the customer terminates the work contract before execution, the contractor is entitled to demand 5% of the total order amount as damages. The customer expressly reserves the right to prove minor damage.

## VIII. CONSEQUENTIAL DAMAGES

The right to make claims for compensation for damages which have not occurred on the delivery item or the work itself (consequential damages) shall lapse after 6 months. The limitation period begins with the acceptance of the work.

## IX. Payment

Payments by bill of exchange are only permitted by special agreement. Bills of exchange and cheques are only accepted on account of payment, but not in lieu of payment. Bill charges and bill tax shall be borne by the customer.

## X. OFFSET

Offsetting against other than undisputed or legally established claims is precluded.

## XI. RETENTION OF TITLE

11.1. Delivered items remain the property of the contractor until full payment of the remuneration.

11.2. The customer is obliged to notify the contractor immediately in writing of seizures of the objects subject to retention of title and to inform the pledgee of the retention of title.

11.3. If the goods are delivered for a business operation maintained by the customer, the goods may be resold within the framework of proper manner of business. In this case, the claims of the purchaser against the buyer of the sale have already now been assigned to the contractor in the amount of the invoice value of the delivered object subject to retention of title. In the event of resale of the goods on credit, the customer must agree with his customer to retain ownership. The customer hereby assigns the rights and claims arising from this retention of title vis-à-vis his customer to the contractor.

11.4. If the customer processes, combines and mixes the reserved goods with other objects, the contractor shall be entitled to co-ownership of the new object in the ratio of the invoice value of the reserved goods to the value of the other objects.

11.5. If the value of the existing securities exceeds the claims to be secured by more than 20%, the contractor is obliged to release them in this respect at the request of the customer.

## XII. OWNERSHIP AND COPYRIGHTS

The contractor reserves ownership rights and copyrights to cost estimates, drafts, drawings and calculations. They may not be used, copied or made accessible to third parties without consent. If the order is not placed, they must be returned immediately.

## XIII. CONFIDENTIALITY

Unless otherwise expressly stated in writing the information submitted to the Company in connection with orders shall not be deemed confidential.

## XIV. COURT OF JURISDICTION

If both contracting parties are registered traders, the exclusive place of jurisdiction is the registered office of the contractor.