

## A. GENERAL CONDITIONS OF SALE

### § 1 SCOPE, FORM

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(1) These General Sales Conditions (GTC) apply to all our business relationships with our customers („Buyers“). The AVB apply only if the buyer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

(2) The GTC apply in particular to contracts for the sale and / or delivery of movable goods („goods“), regardless of whether we manufacture the goods ourselves or purchase from suppliers (§§ 433, 651 Civil Code). Unless otherwise agreed, the general terms and conditions in the version valid at the time of the buyer's order or at least in the version communicated to him in text form as a framework agreement also apply to similar future contracts, without us having to refer to them again in each individual case.

(3) Our GTC apply exclusively. Deviating, conflicting or supplementary terms and conditions of the buyer shall only become part of the contract if and insofar as we have expressly consented to their validity. This approval requirement applies in any case, for example, even if we carry out the delivery to him unconditionally with knowledge of the terms and conditions of the buyer.

(4) In individual cases, individual agreements with the purchaser (including collateral agreements, supplements and changes) shall in any case take precedence over these GTC. For the content of such agreements, subject to the contrary evidence, a written contract or our written confirmation shall prevail.

(5) Legally relevant statements and advertisements of the buyer regarding the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be in writing, i.e. in writing or text form (e.g. letter, e-mail, fax) . Statutory form regulations and further proof, in particular in case of doubt about the legitimacy of the declarant remain unaffected.

(6) Indications of the validity of statutory provisions are only of clarifying significance. Even without such clarification, the statutory provisions therefore apply unless they are directly amended or expressly excluded in these GTC.

### § 2 CONCLUSION OF CONTRACT

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(1) Our offers are non-binding. This also applies if we have provided the buyer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - including in electronic form - in which we own property rights and copyrights Reserved.

(2) The order of the goods by the buyer is considered a binding contract offer. Unless otherwise stated in the order, we are entitled to cancel this contract offer within 14 Days after his arrival with us.

(3) The acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the buyer.

### § 3 DELIVERY, TRANSFER OF RISK, ACCEPTANCE, DEFAULT OF ACCEPTANCE

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(1) The delivery period is individually agreed or specified by us when accepting the order. If this is not the case, the delivery period is about four Weeks from the conclusion of the contract.

(2) If we cannot meet binding delivery deadlines for reasons for which we are not responsible (unavailability of the service), we will inform the buyer without delay and at the same time notify the expected new delivery deadline. If the service is not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; We will reimburse immediately any consideration already provided by the buyer. As a case of non-availability of the service in this sense, in particular the non-timely self-delivery by our supplier, if we have a congruent hedging transaction, neither we nor our suppliers are at fault or we are not obliged to procure in individual cases.

(3) The occurrence of our default in delivery is determined by the statutory provisions. In any case, a reminder from the buyer is required.

(4) The rights of the buyer acc. § 8 of these GTC and our statutory rights, in particular in the case of an exclusion of the obligation to perform (e.g. due to impossibility or unacceptable performance and / or subsequent performance), remain unaffected.

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#### § 4 LIEFERUNG, GEFAHRÜBERGANG, ABNAHME, ANNAHMEVERZUG

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(1) Delivery is ex warehouse, where the place of performance for the delivery and any subsequent performance is. At the request and expense of the buyer, the goods will be shipped to another destination (consignment purchase). Unless otherwise agreed, we are entitled to determine the nature of the shipment (in particular transport company, shipping route, packaging).

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer at the latest upon handover. However, in the case of consignment purchase, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the forwarder, the carrier or the person or institution otherwise responsible for carrying out the consignment. As far as a formal Acceptance is agreed, this is decisive for the transfer of risk. Also incidentally apply to an agreed formal Acceptance of the statutory provisions of the contract of employment law. The transfer or acceptance is the same if the buyer is in default of acceptance.

(3) If the buyer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the buyer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses ( e.g. storage costs). For this we charge a flat-rate compensation 10 EUR per calendar day, starting with the delivery date or - in the absence of a delivery period - with the notification of readiness for shipment of the goods.

(4) Proof of higher damages and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) remain unaffected; the lump sum is on more extensive money claims from the acceptance delay to be counted. The buyer is entitled to prove that we have incurred no or only a significantly lower damage than the above flat rate.

#### § 5 PRICES AND TERMS OF PAYMENT

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(1) Unless otherwise agreed in individual cases, our current prices at the time of the conclusion of the contract shall apply, ex warehouse, plus statutory sales tax.

(2) When shipping purchase (§ 4 para. 1) the buyer bears the transport costs from the warehouse and the costs of a possibly desired by the buyer transport insurance. If we do not charge the actual transport costs incurred in individual cases a transport fee (excluding transport insurance ) 10 EUR per article as agreed. Any duties, fees, taxes and other public charges shall be borne by the buyer.

(3) The purchase price is due and payable within 30 days after invoicing and delivery or acceptance of the goods. When paying (Incoming payments) within 10 days grant a discount of 2% of the net invoice amount. However, we are entitled at any time, even in the context of an ongoing business relationship, to carry out a delivery in whole or in part only in advance. We declare a corresponding reservation at the latest with the order confirmation.

(4) Upon expiry of the above payment period, the buyer is in default. The purchase price is subject to interest during the default at the applicable statutory default interest rate. We reserve the right to assert further damages caused by delay. With respect to merchants our claim to the commercial maturity interest remains (§ 353 HGB) unaffected.

(5) The buyer is only entitled to offsetting or retention rights insofar as his claim has been legally established or is undisputed. In case of deficiencies of the delivery, the counterclaims of the buyer remain in accordance with. § 7 para. 6 sentence 2 of this GCU untouched.

(6) If after conclusion of the contract recognizable ( e.g. by application for opening insolvency proceedings) that our claim to the purchase price is jeopardized by lack of performance of the buyer, we are according to the statutory provisions for refusal and - if necessary after setting a deadline - to resign authorized by the contract (§ 321 Civil Code). In contracts for the production of unacceptable items (custom-made), we can declare the resignation immediately; the statutory provisions on the dispensability of the deadline remain unaffected.

#### § 6 RETENTION OF TITLE

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(1) We retain ownership of the goods sold until full payment of all our present and future claims under the purchase contract and an ongoing business relationship (secured claims).

(2) The goods subject to retention of title may not be pledged to third parties or transferred as collateral prior to full payment of the secured claims. The buyer must notify us immediately in writing if an application for the opening of insolvency proceedings has been filed or if third-party access ( e.g. attachment) is made to the goods belonging to us.

(3) In the event of breach of contract by the buyer, in particular in the case of non-payment of the due purchase price, we are entitled to withdraw from the contract in accordance with the statutory provisions and / or to demand the goods on the basis of the retention of title. The request for publication does not at the same time include the explanation of the resignation; we are rather entitled to demand only the goods and to reserve the right of withdrawal. If the buyer does not pay the due purchase price, we may only assert these rights if we have unsuccessfully set a reasonable deadline for payment to the buyer or if such a deadline is dispensable according to the statutory provisions.

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(4) The buyer is entitled until further notice in accordance with (c) below to resell and / or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions additionally apply.

(a) Retention of title extends to the full value of products resulting from the processing, mixing or combination of our goods, and we shall be deemed to be the manufacturer. If the property rights remain with processing, mixing or combination with goods of third parties, we acquire co-ownership in proportion of the invoice values of the processed, mixed or connected goods. In addition, the same applies to the resulting product as to the goods delivered under retention of title.

(b) The purchaser hereby assigns to us the claims against third parties resulting from the resale of the goods or the product as security in total or in the amount of our possible co-ownership share in accordance with the preceding paragraph. We accept the assignment. The in para. 2 of the buyer's obligations also apply with regard to the assigned claims.

(c) To collect the claim, the buyer remains authorized in addition to us. We undertake not to collect the claim as long as the buyer meets his payment obligations to us, there is no defect of his capacity and we do not violate the reservation of title by exercising a right according to Art. Section. 3 claim. If this is the case, we can demand that the buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the related documents and notifies the debtors (third parties) of the assignment. In addition, in this case, we are entitled to revoke the purchaser's authority to resell and process the goods subject to retention of title.

(d) If the realizable value of the securities exceeds our claims by more than 10%, we shall be at the request of the buyer corresponding Release securities of our choice.

## § 7 CLAIMS FOR DEFECTS OF THE BUYER

(1) For the rights of the buyer in case of material and legal defects (including wrong and short delivery as well as improper installation or faulty assembly instructions), the statutory provisions, unless otherwise stated below. In all cases, the statutory special provisions remain unaffected on final delivery of the unprocessed goods to a consumer, even if they have further processed them (supplier recourse in accordance with §§. 478 Civil Code). Claims from supplier recourse are excluded if the defective goods have been further processed by the buyer or another contractor, e.g. by incorporation into another product.

(2) The basis of our liability for defects is above all the agreement made about the condition of the goods. As agreement on the condition of the goods all apply express written or textual Product descriptions that are the subject of the individual contract or have been made public by us (especially in catalogs or on our Internet homepage).

(3) Insofar as the condition has not been agreed upon, it must be judged according to the legal regulation whether a defect exists or not (§ 434 para. 1 S. 2 and 3 BGB). For public statements of other third parties (e.g. advertising claims) we assume no liability.

(4) The claims of the buyer for defects presuppose that he fulfills his statutory duties of investigation and complaint (§§ 377, 381 HGB). If there is a defect at the time of delivery, the examination or at any later time, we must be notified immediately in writing. In any case, obvious defects must be reported in writing within 3 working days from the date of delivery and any defects that cannot be identified during the investigation within the same period from discovery. If the buyer fails to properly examine and / or report a defect, our liability for the defect that is not or is not notified in a timely or improper manner is excluded under statutory provisions.

(5) If the delivered goods are defective, we can first of all choose whether we provide supplementary performance by rectifying the defect (rectification) or by delivering a defect-free product (replacement). Our right to refuse supplementary performance under statutory conditions remains unaffected.

(6) We are entitled to make the subsequent performance owed dependent on the buyer paying the purchase price due. The buyer is, however, entitled to retain a portion of the purchase price which is reasonable in relation to the defect.

(7) The buyer shall give us the time and opportunity required for the owed supplementary performance, in particular to hand over the rejected goods for examination purposes. In case of replacement, the buyer has to return the defective item according to the legal regulations. The supplementary performance does not include the removal of the defective item or the reinstallation if we were originally not obliged to install.

(8) The expenses required for the purpose of testing and subsequent performance, in particular transport, travel, labor and material costs. If necessary, we will bear or reimburse the costs of dismantling and installation in accordance with the statutory provisions if a defect actually exists. Otherwise, we may demand compensation from the purchaser for costs incurred in connection with the unjustified removal of the defect (in particular inspection and transport costs), unless the lack of defect was not apparent to the purchaser.

(9) In urgent cases, e.g. if the operational safety is endangered or to prevent disproportionate damage, the buyer has the right to remedy the defect himself and to demand compensation from us for any

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objectively required expenses. We are to be informed immediately of such self-assertion, if possible beforehand. The right to self-assertion does not exist if we were entitled to refuse a corresponding supplementary performance according to the statutory provisions.

**(10)** If the supplementary performance has failed or a reasonable period to be set by the Buyer for the supplementary performance has expired without success or is unnecessary according to the legal provisions, the Buyer can withdraw from the purchase contract or reduce the purchase price. In a minor defect, however, there is no right of withdrawal.

**(11)** Claims of the purchaser for damages or compensation for futile expenses exist even in the case of defects only in accordance with § 8 and are otherwise excluded.

## § 8 OTHER LIABILITY

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**(1)** Insofar as these GTC, including the following provisions, do not stipulate otherwise, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with statutory provisions.

**(2)** We shall be liable for damages - irrespective of the legal grounds - in the context of fault liability in cases of intent and gross negligence. In case of ordinary negligence we are liable subject to a milder liability according to legal regulations (e.g. for care in our own affairs) only

**(a)** for damage resulting from injury to life, limb or health,

**(b)** for damages resulting from the material breach of a material contractual obligation (obligation the fulfillment of which makes the proper execution of the contract possible and the compliance with which the contractual partner regularly relies and can rely on); however, in this case, our liability is limited to compensation for foreseeable, typically occurring damage.

**(3)** The provisions of para. 2 resulting liability limitations shall also apply to breaches of duty by or in favor of persons whose fault we are responsible for according to legal regulations. They do not apply if we fraudulently concealed a defect or assumed a guarantee for the quality of the goods and for claims of the buyer under the Product Liability Act.

**(4)** Due to a breach of duty that does not exist in a defect, the buyer can only resign or terminate if we are responsible for the breach of duty. A free right of termination of the buyer (especially according to §§ 651, 649 BGB) is excluded. Incidentally, the legal requirements and legal consequences apply.

## § 9 STATUTE OF LIMITATIONS

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**(1)** Deviating from § 438 para. 1 no. 3 BGB is the general limitation period for claims from material and legal defects one year from delivery. Insofar as acceptance has been agreed, the period of limitation begins with the acceptance.

**(2)** Also remain unaffected further special statutory provisions for limitation period (especially § 438 para. 1 no. 1, para. 3, §§ 444, 445 b BGB).

**(3)** The above limitation periods of the purchase right also apply to contractual and non-contractual claims for damages of the buyer, which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead in individual cases to a shorter prescription. Claims for damages of the buyer acc. § 8 para. 2 sentence 1 and sentence 2 (a) as well as according to the Product Liability Act expire only after the statutory limitation periods.

## § 10 CHOICE OF LAW AND JURISDICTION

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**(1)** For this GTC and the contractual relationship between us and the buyer, the law of the Federal Republic of Germany applies to the exclusion of international uniform law, in particular the UN Sales Convention.

**(2)** If the purchaser is a merchant within the meaning of the Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our place of business in Munich. The same applies if the buyer is an entrepreneur within the meaning of § 14 BGB is. However, in all cases, we are also entitled to file a claim at the place of performance of the delivery obligation in accordance with these GTS or a priority individual agreement or at the general place of jurisdiction of the buyer. Priority laws, especially exclusive jurisdictions, remain unaffected.

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