

**General Terms and Conditions / Terms of  
Sale and Delivery**



## **General**

1. By placing an order with us, in whatever form this takes place, the ordering party accepts our terms of sale and delivery for the duration of our business relationship.
2. The prices stated in our offers are non-binding.
3. Obvious mistakes or clerical or computational errors are non-binding for the seller.
4. The details of measurement specifications, designs and plans are non-binding. We reserve the right to make alterations to the construction, material and design of our products. The weight specifications are non-binding average values.
5. We expressly reserve our copyright over offers, drawings and all other documents. These may not be passed on to third parties, especially those companies and persons in competition with us.
6. The general terms and conditions of the ordering party, and in particular the terms of purchase, delivery and payment have no validity, as far as they deviate from the general terms and conditions of the supplier.

## **Obligation to supply**

1. Alone our written order confirmation shall be decisive for the scope of our delivery.
2. Modifications and alterations shall only be effective only given our written confirmation.
3. Should we receive negative information regarding the financial circumstances of the ordering party after having issued our order confirmation, we will be entitled to change the conditions of payment as specified in the terms of payment. Should the ordering party reject these changed terms, we shall be entitled to withdraw from the contract and place an invoice for our expenditure incurred.

## **Prices and terms of payment**

1. Unless subject to a special agreement, the prices are ex works including costs for loading at our premises, but exclusive of packaging. The freight costs are calculated on a case-by case basis depending on the distance.
2. The packaging required by the specifications of the ordering party or the requirements of the freight are calculated as prime costs and will not be taken back.
3. Insofar as we accept bills of exchange instead of payment, subject to receipt of payment, on the basis of a separate agreement, bank discount and other exchange costs are chargeable to the ordering party. The presentation of a bill of exchange does not entitle the ordering party to a discount deduction. If the payment deadlines are not met, we shall charge interest payable at a rate of 8% above the base rate, if the ordering party is not a consumer; in other cases, we shall charge 5% above the base rate. We are not required to issue a reminder. The same applies in the case of delayed submission for acceptance. We are not obliged to perform further deliveries from any current contract before the due invoiced amounts (including interest for default) have been paid in full. If the ordering party is in arrears with any payment or should he suffer deterioration in his financial circumstances, we shall be entitled to demand payment for all orders not yet delivered before the end of the payment deadline. Any possible complaints, whatever their nature, do not release the ordering party from prompt compliance with the payment date. Setting off against controversial counter-claims, the retention of invoiced amounts and further unauthorized deduction of any kind (e.g. for mailing costs, transfer fees or insurance costs) are not permissible. Our prices are based on current labour and material costs. We reserve the right to make corresponding price alterations following a change in any of the cost factors.
4. Early orders and early-order conditions are applied in accordance with our current conditions.
5. We charge an extra 5.00 € for orders with a merchandise value of below 50.00 € to cover the considerable extra outlay which such orders involve.

**The delivery period**

1. The delivery period begins after all technical and commercial questions concerning the order have been resolved and after the receipt of any down payment arranged.
2. We establish the delivery period in accordance with the time required to produce the items ordered. This includes the expected delivery times for the raw materials required in this process. We do not provide any binding guarantees regarding the delivery period.
3. The delivery period will be extended suitably to take into account any unforeseen developments hindering the delivery procedure and which originate from circumstances beyond our control. This applies equally to developments within our organization or those occurring at our sub-contractors. Such developments include disruption to operation, substandard goods etc., and also encompass developments which occur after a delayed delivery.
4. The ordering party does not have any claim to compensation arising from late delivery, withdrawal from the contract or refusal of acceptance.

**Passing of risk**

1. Risk is transferred to the ordering party after dispatch of the delivery items ex works (EXW), including cases in which "carriage paid" delivery has been arranged. If dispatch is delayed without any fault on our part, risk passes to the ordering party on the day of dispatch readiness.
2. The costs of insurance cover for transit damage is provided only if requested by the ordering party; the ordering party will bear all the costs involved.
3. Should an order be dispatched abroad, we are happy to provide material and weight specifications upon request by the ordering party. Nevertheless, we do not guarantee that this information is correct. We do not provide any guarantee that we will comply with foreign packaging and customs regulations.
4. To ensure compensation claims, any transport damage must be confirmed on the consignment not by an official rail transport office.

**Title retention**

1. The goods remain the property of the vendor until complete payment of the invoiced amounts including auxiliary receivables, claims for damages and payment of checks and bills of exchange.
  2. The retention of title also remains in force after individual receivables of the seller are included in a current account and the balance is determined and acknowledged.
  3. If the goods subject to retention of title are processed by the purchaser to a new movable item, the processing is effected without the seller entering any form of obligation. The new item becomes the property of the seller. If retained goods are subject to processing, mixing or combination with other goods not belonging to the seller, then the seller assumes co-ownership of the new item based on the ratio of the invoiced value of the retained goods to the total value.
  4. The purchaser is only entitled and authorised to process further, resell or incorporate the retained goods on condition of compliance with the following specifications and on condition that the demands in accordance with figure 6 are actually transferred to the seller.
  5. The powers of the purchaser to sell, process or incorporate the retained goods are terminated upon retraction by the seller following a sustained deterioration in the financial circumstances of the purchaser, however, at the latest with the cessation of payments, or with an application for insolvency or composition proceedings.
  6. a. The purchaser hereby assigns the claim along with all ancillary rights arising from the resale of the retained goods - including any balance of claims - to the seller. The seller accepts this transfer.  
b. If the goods have been processed, mixed or combined, and if the seller has acquired co-ownership to them in proportion to the amount invoiced, he is entitled to part of the sale price in proportion to the value of his rights to the goods. If the purchaser incorporates the retained goods in a piece of real estate or a building, then the purchaser cedes with immediate effect the resulting claim for payment or the receipts of its resale
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to the value of the invoice of the goods subject to retention of title together with all ancillary rights, including a right to grant a claim-securing mortgage, which shall have priority over any other claims. The seller accepts this transfer.

c. If the purchaser sells the claim within the framework of genuine factoring, the seller's claim will become due immediately and the purchaser will assign to us the substitute receivable against the factor and shall immediately transfer the sales proceeds to the seller. The seller accepts this transfer.

7. As long as the purchaser correctly fulfils its payment obligations he is entitled to call in the transferred receivables. The authorization to collect expires with a retraction, following payment default on the part of the purchaser at the latest, or following a significant deterioration in the financial circumstances of the purchaser. In this case, the seller is hereby authorized by the purchaser to inform his buyers of the transfer and to collect the claims himself. The purchaser is obliged to provide the seller all the information pertaining to receivables due to him with the names and addresses of the consumers; the amounts of individual receivables, invoice date etc. and to provide the seller with all the information necessary (and permit confirmation of this information) for the enforcement of the transferred receivables.

8. If the value of the collateral for the seller exceeds all his receivables by more than 20%, the seller is obliged upon request of the purchaser or third party damaged by excessive insurance of the seller to release the collateral of his choice.

9. The distraint or transfer of retained goods or transferred receivables as a guarantee is not permitted. The seller is to be informed immediately of any distraint together with the particulars of the distraining creditor.

10. If the seller accepts return of the retained goods, this will be construed as withdrawal from the contract, if the purchaser has fallen into arrears or a deadline extended by the seller has expired without any payment having been made. The seller can be satisfied by the free sale of the retained goods which he took back.

11. The purchaser will store the retained goods for the seller free of charge. He is to insure then against the usual dangers such as fire, theft and water to the normal scope. The purchaser surrenders the insurance claims to which he is entitled arising from the above-mentioned types of damage to the seller to the sum of the invoice value of the goods. The seller accepts this transfer.

12. All claims and rights resulting from the retention of title resulting from these terms and conditions remain applicable until full release from contingent liabilities, which the seller has accepted in the customer's interest.

### Liability for defects

1. All of our products are subjected to inspection, to check for correct production prior to dispatch. Any defects determined are to be notified to us immediately. We shall be liable for such defects with the exclusion of further claims for a period of 1 year after the transfer of risk. We will repair or replace any deficiencies resulting from the poor design, material selection or production in our works only. The piece subject to complaint is to be returned to our premises; postage is to be paid. The purchaser may only claim for compensation instead of performance or reimbursement of his outlay if rectification or replacement have failed. The claim for recompense for outlay is restricted to those which a reasonable third-party would have incurred.

2. Our defect liability expires if the purchaser himself or a third party have undertaken changes or repairs without our prior express approval.

3. We do not accept any liability for defects or damage resulting from the following circumstances: Unsuitable or

inappropriate storage or use, incorrect installation or handling, especially excessive use, the use of unsuitable operating resources, unsuitable chemical, electrochemical or electrical influences and natural wear.

4. The purchaser is to notify us of obvious defects immediately after goods acceptance at the destination. Concealed defects must be reported within a week of discovery, at the latest within three weeks of the dispatch date. We are liable for the fulfilment of material obligations to the full amount of damages only in the event of our own gross negligence or that of our executive employees, and for any other obligations on the grounds of gross negligence of simple vicarious agents, whereby the amount of the compensation is limited to the reimbursement of typically foreseeable damage. We are fully liable for injuries to life, body or health. As far as the contractual liability is ruled out or restricted, this also applies to the personal liability of employees, freelance staff and vicarious agents.

5. Claims on parts of the ordering party to compensation for damages of any type not originating from the delivered object itself are ruled out entirely.

6. The ordering party is to grant us sufficient time and opportunity to perform any improvements and replacement deliveries which we deem necessary.

7. We are only liable for externally supplied products and assembly parts to the extent of the guarantee which our suppliers have made to us and fulfil for their products.

### Right to withdrawal

1. Events resulting from force majeure entitle us to extend the production and delivery period by a suitable period, or to withdraw from the contract for supply. Any circumstances that materially aggravate or make impossible our delivery shall be deemed equal to force majeure such as the non-delivery of materials from suppliers or other.

2. Should we be forced to make recourse to this right in accordance with section 1, we will inform the ordering party immediately, even if a extended delivery period has been agreed in advance. Claims to compensation on the part of the ordering party resulting from such a withdrawal cannot be made

3. The ordering party can request a declaration from us as to whether we wish to withdraw from the contract or complete our delivery within a reasonable extension period. Should we fail to provide such a declaration, the ordering party can withdraw from the contract.

4. In addition, the ordering party is entitled to withdraw from the contract if we fail to provide remedy or improvement for a demonstrated fact which we have accepted, within a reasonable period agreed.

5. Given unjustified withdrawal from the contract on the part of the ordering party, we shall be entitled to place an invoice to the ordering party for any costs incurred in the meantime from material and labour, with common costs and expenditure for any development and design.

### Conditions for the suppliers

Failure to comply with the delivery date can result in a penalty for non-performance.

### Place of delivery, jurisdiction and applicable law

The place of delivery for registered traders is Pöttmes. This applies to both parties. The place of jurisdiction any and all litigation arising from this contractual relationship or from its formation or validity for registered traders is Aichach. This applies to both parties. The contractual relationship is governed by German law for both parties. The so-called "Uniform Mercantile Law agreement of The Hague" does not find any application. Should any individual clauses of these terms of sale and delivery be deemed to be invalid become so, this fact has no effect on the validity of the remaining provisions of the contract. In such a case, the contracting parties commit themselves to replace an invalid provision with a valid undertaking which corresponds as closely as possible to the aim and purpose invalid provision.