

General Terms and Conditions of Business



1. Our deliveries, performances and offers are made exclusively on the basis of our General Terms and Conditions of Business in the version valid for the time being. Through the placing of a contract, these Terms and Conditions are accepted. General Terms and Conditions of Business of the Purchaser are only validly agreed in so far as they are brought to our attention in due time and in so far as they contradict neither individual contractual nor the following conditions. Deviating or for us unfavorable, supplementary conditions of the Purchaser shall not become part of the contract even if we do not object to them separately or execute the order without reservation and in knowledge of the general conditions of the Purchaser. Our Terms and Conditions of Business also apply for future transactions, even if no express reference is made to the same, in so far as they have been sent to the Customer in the case of a contract confirmed by us.

2. Offers are always made subject to a right of withdrawal of the same and a non-binding basis. A contract of supply comes into being only through our confirmation of contract, which also determines exclusively the object of the performance to be provided by ourselves. Excesses or short-falls in deliveries resultant from manufacturing processes up to 6% of the quantity stated in the confirmation of contract are permissible without the agreed item price being changed.

3. Offers, samples, drafts, plans, quotations and similar documents remain our property. They are to be treated confidentially and we retain copyright in the same. Through the payment of the costs for tools or similar items, the Purchaser does not acquire any right to transfer of ownership in these objects.

4. Delivery times are only binding if their binding nature has been confirmed by us in writing. If the performance of a contract requires action on the part of the Purchaser, the delivery period shall only begin to run when this action has been taken. The Purchaser may not derive any rights from our failure to keep confirmed time limits if the failure to keep the time limit was beyond our control, in particular, for instance, in the event of Force Majeure, industrial dispute measures, delays in transport, breakdowns in the production process or such like for which we are not at fault.

Part deliveries are permissible. In so far as we are responsible for the failure to meet a time limit for which we have given a binding commitment and are in this respect guilty neither of gross negligence nor of deliberate intent, the Purchaser is entitled to cancel the contract after setting a reasonable extension of time; the assertion of a claim for any damage arising on account of the delay shall be restricted in its amount to 20% of the invoice value of the deliveries and performances affected by the delay; no further-reaching claims exist. Until the Purchaser has fulfilled his contractual obligations, he may not assert claims deriving from delayed delivery. Should the Purchaser be in default of a payment obligation existing towards ourselves, we may refuse to make delivery for the period of the default, also in relation to other contracts.

5. If call-off contracts are not called off within 12 months of placement of the contract, we shall be entitled, at our option, in relation to the quantities not called off to deliver such quantities or to cancel the contract, either in whole or in part. The Purchaser shall be obliged to reimburse the damage arising from the failure to fulfil the contract, in

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particular in relation to the raw materials and semi-manufactured products already purchased or finished by us.

6. Our prices are quoted in EURO ex works exclusive of packaging. The minimum merchandise value amounts to EURO 800 net. When using materials the price of which is determined by market quotations, we shall be entitled to adjust the agreed price. In the case of customised items for which we cannot calculate the costs in advance, we shall be entitled to determine the price in accordance with our reasonable discretion.

7. We always dispatch goods- even in the case of deliveries which are made carriage made - at the risk of the recipient. Our obligation of delivery is deemed to have been fulfilled as soon as the goods are transferred to the carrier or as soon as they have left the works.

8. The goods delivered remain our property until payment in full of all claims arising from our business relationship. The reservation of title also extends to products arising through processing. In the case of processing, combination or co-mingling of the object of delivery with other material, we shall acquire co-ownership in the product thereby arising in the ratio of the invoice value of our goods to the value of the product arising. The Purchaser shall be entitled to re-sell the goods which are the subject of the reservation of title in his normal course of business provided the passing to us of the claim accruing to the Purchaser is not excluded. The Purchaser already now assigns to us - in the case of co-ownership, in the amount of the share of co-ownership in the product sold - by way of security all claims arising out of the sale of the goods delivered or from the sale of those products in which we are entitled to co-ownership. The Purchaser shall be entitled to collect the receivable assigned as long as he complies with his obligations of payment to us and does not run into economic difficulties. We shall, at the demand of the Purchaser, be obliged to release securities of our choice if the value of our securities exceeds our claims by more than 20%. We shall be entitled to demand surrender of possession of the goods which are subject to reservation of title

- if the Purchaser is in default with the fulfilment of his obligation of payment or
- if he has made application for the opening of judicial composition proceedings or if an application for insolvency proceedings has been made himself or a third party or
- if it becomes evident from other circumstances that the Purchaser has run into economical difficulties

to the extent necessary in order to secure our claims, even when the same are not yet due for payment. Should our claims not be settled within one month following the surrender of possession, we shall be entitled to sell the goods subject to the reservation of title on the open market or have the same auctioned. The Purchaser shall be obliged to notify us without delay if levy of execution measures are announced or performed by a third party in relation to the goods subject to the reservation of title or in relation to an object in which we have obtained co-ownership or in respect of a claim assigned to us.

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9. The statutory provisions shall apply to the rights of the purchaser in the event of material defects and legal defects, unless otherwise stipulated below:

The Purchaser shall be obliged to inspect each delivery, including part deliveries, immediately following receipt with the care of a prudent businessman and to notify any complaints in writing without delay, but no later than within 8 days, in particular in relation to possible defects or deficiencies in quantity. In the case of latent defects, this shall apply analogously as from the point in time of discovery. In the case of breach of the obligation of inspection and notification of complaints, no warranty claims of any kind shall exist. The same shall apply if our operating, installation or maintenance instructions are not followed, or if changes are made to the products, in particular where parts are exchanged or consumables are used which do not conform to our specifications. Where a complaint of a defect is made, the Purchaser shall be obliged, at our option, to send us the deficient item for examination or to enable us to have the examination carried out on site. In the event that a repair or a replacement delivery is made by reason of a justified complaint, the provisions concerning the delivery time shall apply correspondingly.

We shall only represent the compliance with objective requirements for the goods if and to the extent that no agreement on quality has been made between the Purchaser and us. The subjective requirements to be complied with shall take precedence over the objective requirements to be complied with.

The Purchaser has, in the case of a defect, firstly the right to demand subsequent performance from us. The choice as to whether the item is to be replaced or whether rectification of the defect is to be undertaken lies in this respect with us at our own discretion. Furthermore, we have the right, again at our own option, where an attempt at performance is unsuccessful, to undertake renewed subsequent performance. Only once the repeated subsequent performance has proved unsuccessful shall the Purchaser have the right to cancel the contract or to reduce the purchase price.

Within the scope of supplementary performance, we shall in no case bear costs for installation or removal performance if and to the extent that the defectiveness of the goods at the time of installation was known to the Purchaser or remained unknown to him due to gross negligence.

The warranty obligation shall amount to one year following delivery. The Purchaser must in any event prove that the defect was already present at the point in time of delivery.

10. Notwithstanding the provisions concerning the warranty and also the other special provisions contained in these Terms and Conditions, in the case of a breach of duty by us, the following shall apply:

10.1 the Purchaser shall grant us a reasonable period of time for performance for the purpose of rectifying a breach of duty, which period of time may not be less than three weeks. Only following the unsuccessful expiration of the period of extension may the

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Purchaser cancel the contract and/or demand damages. If the Purchaser is solely or predominantly responsible for circumstances that would entitle him to withdraw from the contract, or if the circumstance entitling him to withdraw from the contract occurred during the Purchaser's default in acceptance, withdrawal from the contract shall be excluded.

Due to a breach of duty which does not consist of a defect, the Purchaser may only withdraw from or terminate the contract if we are responsible for the breach of duty. A free right of termination by the Purchaser is excluded. In all other respects, the statutory requirements and legal consequence shall apply.

10.2 Unless otherwise provided in these Terms and Conditions of Business, including the following provisions, we shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability only in the event of intent and gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), only

- a) for damages resulting from injury to life, body and health,
- b) for damages resulting from the breach of an essential contractual obligation (obligation which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to the compensation of the foreseeable, typically occurring damage.

10.3 The limitations of liability resulting from clause 10.2 shall also apply to third parties as well as to breaches of duty by persons (also in their favor) whose fault we are responsible for according to the statutory provisions. They shall not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the Purchaser under the Product Liability Act.

10.4 In any case our liability due to delay is limited to the negative interest. Liability for non-performance or performance not rendered as owed shall be limited to the amount of the purchase price. Liability in case of exclusion of the obligation to perform (impossibility) is completely excluded.

11. The Purchaser shall be obliged to indemnify us from all claims of third parties arising out of breach of copyright or industrial property rights in so far as the object of delivery was manufactured on the basis of a specification of the Purchaser. The Purchaser shall be obliged upon first demand to provide us with reasonable security for the performance of the indemnity obligations.

12. Our invoices are payable within 30 days following the date of invoice without deduction. We may, however, make delivery dependent upon prior payment.

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13. A set-off against a counter-claim is for both sides only permissible if such counter-claims are recognised or have been judicially determined and have become final and legally binding. Only under this condition is a set-off or a right of refusal of performance permissible.

14. We shall be entitled to process data received concerning customers in relation to business relationships or in connection with the same, regardless of whether such originate from the Purchaser or from third parties, for our own purposes in accordance with the Federal Data Protection Act. In so far as permissible by law, claims for damages by reason of the handling of such data are excluded.

15. A contractual relationship substantiated with us shall be subject to German Law. The Uniform Law concerning the International Purchase of Movable Goods (EKG) of 17 th July 1973 and the Convention of the United Nations in relation to Contracts concerning the International Sale of Goods (CISG) of 11th April 1980 are not applicable.

16. In the case of deliveries within the Community, the Purchaser shall be obliged to co-operate in relation to the provision of the proof that the delivery by us is tax free, and to submit to us without delay and without specific request all necessary documents complete. In so far as we have to remit VAT on deliveries within the Community because the proof of the exemption of the delivery from VAT could not be produced, and this is the result of the Purchaser, in contravention of his obligation under para. 1, not having provided the necessary documents, the Purchaser shall be obliged to reimburse us, upon first demand and upon the issue of a corresponding invoice, the amount of VAT to be paid.

17. We observe the provisions of the law regulating the general minimum wage (Minimum Wage Law) and obliges its suppliers to do the same. On request, we will prove the compliance.

18. The place of performance and court venue for all claims shall be Landau in der Pfalz.