

§ 1 – Scope of Validity

- (1) These General Terms and Conditions shall apply to all our business relationships. Any contrary or deviating conditions on the part of the orderer are not valid.
- (2) Differing General Terms and Conditions of the orderer – the application of the orderer's supply regulations in particular - shall not be effective without our expressly written consent.
- (3) These General Terms and Conditions shall also apply to all our future business relationships with the orderer.

§ 2 – Conclusion of Contract

- (1) Our offers are subject to confirmation.
- (2) The order is a binding offer. We can decide to either accept this offer within four weeks by sending a written acknowledgement of the order or by sending the ordered goods to the orderer within this period.
- (3) Any oral ancillary agreements and additions are only effective if expressly confirmed by us in written form.
- (4) Proprietary and copyrights concerning cost proposals, drawings and any other documents are reserved. They are not to be accessed to any third party without our written consent.

§ 3 – Sales Prices

- (1) If not stated differently in the confirmation of the order, our prices are quoted ex works, excluding packing.
- (2) Statutory VAT is due to be added to our all prices.
- (3) For small orders, the minimum order price applies as stated in the offer.

§ 4 – Payment

- (1) Our invoices are due and payable within thirty days from their date of issue without any deduction or within 14 days with a cash discount of 2 per cent. A delay of payment does not imply a reminder. If the orderer is in delay of payment, we are authorized to demand a default interest of 8 per cent above the prime lending rate of the most recent major re-financing operation of the European Central Bank. If we have proof of a higher financial damage caused by delay, we are entitled to claim this one.
- (2) The orderer shall only be entitled to execute offsets or retentions as far as the respective counterclaim has legal effect, is undisputed or is acknowledged by us.

§ 5 – Shipping / Transport

- (1) Shipment and Consignment are uninsured and at the risk of the consignee.
- (2) We will endeavor to consider the desires and interests of the buyer as regards to the mode of dispatch and dispatch type sequence. Thus resulting additional expenses – even if agreed on carriage free delivery - are account of the buyer. We will not cover any subsequent disposal costs of the packing materials. A return of any disposable packaging is excluded.

§ 6 – Privacy

- (1) The contracting parties commit themselves to keep all non-evidently commercial and technical details received in the course of these business relations a trade secret.
- (2) Drawings, designs, templates, samples and similar objects are not allowed to be made accessible to any unauthorized third party. Any duplication of those objects is only permitted within the operational requirements and the corresponding copyrights. (3) Sub-contractors shall be instructed accordingly. (4) The contracting parties are only allowed to advertise with their business relations if agreed on in advance in written form.

§ 7 – Fabrication Tools

- (1) If any moulds or tools are necessary for the processing of the order we will demand a short-term deposit.
- (2) All fabrication moulds and tools manufactures or purchased by us remain our property in consideration of our construction work, which will not be affected by any financial contribution of the orderer.
- (3) A delivery claim shall only be existent in the scope of the other Terms and Conditions if the tools are serviceable. The tools will be retained for a maximum time of ten years after the last placing of an order. Maintenance and repair costs are account of our company in the scope of the quantity supplied. (4) We shall not be liable for the utilizability of any moulds and tools provided by the buyer. Proposed offers and accepted orders are subject to confirmation until the final clarification of the utilizability of these tools. Any maintenance and repairs costs as well as the risk of fabrication for the tools are exclusively account of their owner.

§ 8 – Delivery

- (1) The quantities ordered – if customized – may exceed or fall below 10 per cent; small orders may even have a range of ± 15 per cent.
- (2) The beginning of the delivery period quoted by us is dependent on the clarification of all technical issues.
- (3) The delivery time is kept if the delivery item has left the factory or if there is readiness for dispatch note until its expiration.
- (4) The delivery period will be extended proportionately if any kind of industrial dispute occurs, in particular a strike or any unforeseen obstacles which are not subject to our will, as far as such obstacles are evident to affect the completion of the delivery of the item. Furthermore, we shall not be liable for any obstacles such as the circumstances mentioned above if they arise during an already existing delay in delivery. The orderer shall be advised of the beginning and the end of such obstacles asap.
- (5) If an agreed delivery time is culpably exceeded, a delay in delivery will only result from the setting of an appropriate respite.
- (6) If the orderer gets in default of acceptance or violates any other obligation to cooperate, we are authorized to claim a compensation for the damage caused including any additional expenses resulting from it. In this case, the risk of a sudden destruction or a sudden deterioration of the purchasing matter will devolve to the orderer, he is in default of acceptance to.

§ 9 – Warranty

- (1) In case the goods delivered are defective, it shall be at our option either to subsequently perform by removing the defect (subsequent improvement) or to deliver a faultless item (substitute delivery).
- (2) If we seriously and ultimately refuse the compliance, if we refuse to remove the defect (subsequent improvement) due to disproportional costs, if the subsequent improvement fails or if it is unreasonable for the orderer, the orderer shall be entitled to reduce payment or withdraw from the contract. Furthermore, the orderer may claim a compensation for the damage caused in the scope of the limitation of liability in place of the service not provided. If the violation of the contract is only marginal, particularly if there are only marginal defects, the orderer is not entitled to withdraw from the contract neither to claim a compensation.
- (3) The orderer shall not have the right of cancellation if we do not have to account for the culpable violation of any obligation (i.e. the defect).
- (4) The orderer shall report evident defects in written form within a period of two weeks from receipt of the goods; if not done this way the assertion of any warranty claim is excluded. In order to keep the time limit, the timely dispatch is sufficient. The orderer sustains the burden of proof for all claim premises, in particular for the defect itself, for the time of ascertainment of the defect as well as the timely notification of the defect.
- (5) The contractor shall only be held liable within one year from the delivery of the goods. This limitation period shall not apply if the supplier can be accused of gross negligence. Any liability of the supplier due to the Product Liability Act shall remain unaffected.
- (6) Only product descriptions provided by the supplier shall be considered as an agreement of quality. Public statements or advertisements by the supplier shall not represent any kind of quality details stated in the contract.
- (7) In case the orderer receives insufficient assembly instructions, we shall only be obliged to deliver sufficient instructions – only if the assembly cannot be implemented properly due to the insufficiency of these instructions.
- (8) The orderer will not receive any warranties in a legal scope.
- (9) Natural wear shall be excluded from warranty.

§ 10 – Compensation

- (1) Our obligation for compensation shall be basically restricted to the amount of our goods directly involved in the damage-causing incident.
- (2) If any essential obligation is negligently violated by us, our liability to pay for damages to property and personal injuries shall be limited to the contractual amount covered by our product liability insurance.

§ 11 – Limitation of Liability

- (1) Regarding the negligent breach of obligations, our liability shall be limited to a foreseeable, typically arising, immediate average damage depending on the type of the goods delivered. This shall also apply for any obligation negligently violated by our statutory representatives or persons assisting us in the performance of our work. We shall not be held liable by enterprises due to negligent violations of inessential obligations.
- (2) The limitation of liability mentioned above shall not apply to the claims of the orderer concerning product liability. Furthermore, the limitations of liability shall not apply for any damages arising from the injury of life, body or health of the orderer caused by us.
- (3) The period of limitation for claims by the orderer arising from defects of quality shall be one year from the day of delivery. This shall be unaffected if we can evidently be accused of fraud.

§ 12 – Reservation of Title

- (1) We reserve title to the goods until all our claims have been completely paid. The orderer is entitled to dispose of the goods purchased in the regular course of business
- (2) The reservation of title shall also apply in full value to the products, which are created by way of working up, mixing or combination, and we shall be considered the manufacturer. In case proprietary rights of third parties continue to exist, we shall obtain co-ownership in proportion to the value of the goods at the time of processing.
- (3) As a security for us, the orderer either immediately assigns all the claims held against third parties arising from a resale completely to us or to the amount of our co-ownership. He is entitled to collect the claims until revocation or cessation of his payments.
- (4) The goods as well as the corresponding claims after delivery may neither be mortgaged transferred for security reasons nor assigned to any thirds party before the payment of our claims is completed.
- (5) The application of reservation of title does not imply the withdrawal from the contract.
- (6) We shall be immediately advised in written form by the orderer of any access to goods and claims belonging to us by third parties.
- (7) The orderer is obliged to treat the purchased goods with care with special focus on the storage conditions of the items according to DIN 7716.

§ 13 – Invalidity of Provisions

Invalidity of any provision herein contained shall not affect the validity of the remaining provisions.

§ 14 – Legal Venue – Place of Performance

- (1) Legal venue is Giessen. The contract is subject to the law of the Federal Republic of Germany. The application of the Uniform Purchase Laws of The Hague, of the United Nations Convention on Contracts for the International Sale of Goods and any other conventions on the right of the purchase of goods are excluded. If not differently stated in the confirmation of order our place of business shall also be the place of performance.