

## sale terms and delivery conditions

### § 1

#### General, scope

1. Our following terms and conditions have exclusive validity for all contracts with an entrepreneur. Conditions of the purchaser contradicting or deviating from our sales terms do not apply, unless we have consented to their validity explicitly in writing. Our sales terms also have exclusive validity even if we proceed with delivery without reservation, being aware of the purchaser's deviating provisions.
2. Our sales terms also apply to all future business transactions with the purchaser.

### § 2

#### Quotation, quotation documents

1. Our quotations are without obligation; in the event of a purchase order, they only become binding with our written order confirmation. Purchase orders that are to be qualified as quotation to conclude a purchase agreement can be accepted by us within a four-week period.
2. The documents enclosed with the quotation, such as illustrations, drawings, dimensions, lighting suggestions etc. serve as explanation and visualization; such documents do not have any legally binding validity. We reserve our property rights and copyrights to illustrations, drawings, calculations and other documents, which must not be made available to third parties. This applies in particular to written documents marked as „confidential“; the purchaser requires our explicit written consent before these may be forwarded to third parties. We reserve the right to make technical alterations and model deviations, insofar as these correspond to technical progress and are reasonably acceptable for the purchaser.

### § 3

#### Prices, conditions of payment, set-off

1. Unless stated otherwise in the order confirmation, our prices apply ex stock Rheda-Wiedenbrück plus the corresponding statutory value added tax and plus freight and packaging, which shall be invoiced separately.
2. Unless stated otherwise in the agreements, the invoice amount is due immediately. It shall be paid net cash within 10 days of receiving the invoice. Once this period has expired, the purchaser is in default even without receiving a separate reminder. If the purchaser should be in default of payment, we are entitled to charge default interest amounting to 13% p.a., but at least 8% over the corresponding basic interest rate pursuant to Section 247 German Civil Code. Our right to provide evidence of higher default damage remains unaffected. The purchaser for his/her part is entitled to provide evidence that we have suffered less default damage. However, we are entitled to the statutory default interest in any case.
3. The submitting of bills of exchange is subject to our prior consent. Costs and discount charges are to be paid by the purchaser. In the case of a bill or check protest, we shall then return all current bills or checks. At the same time, all our outstanding receivables shall then be due for payment; the same applies if the purchaser's financial situation deteriorates, particularly in the case of default regarding other receivables and on application for court insolvency proceedings. All concessions (discounts, freight deductions, etc.) shall be discontinued if the purchaser is in default of payment.
4. The purchaser is only entitled to rights of set-off and retention if his/her counter-claims have been legally established, are undisputed or have been acknowledged by us.

### § 4

#### Delivery time and delayed acceptance

1. The delivery time stated by us commences after clarification of all technical matters.
2. The agreed delivery time applies subject to unforeseeable hindrances for which neither we nor our suppliers are responsible.
3. Compliance with our delivery obligation depends on punctual, correct fulfillment of the purchaser's obligations.
4. If we do not meet the delivery date, the purchaser is entitled and obliged to inform us in writing of an appropriate period of grace for completing delivery. The period of grace shall be at least 14 days. The purchaser can withdraw from the contract if the period of grace should expire in vain. In cases of force majeure, both parties can only withdraw from the contract after a period of altogether two months has expired, unless special reasons make this period unacceptable for the purchaser. This also applies if our suppliers fail to make delivery to us for reasons for which we are not responsible.
5. The purchaser can only demand compensation instead of performance under the statutory conditions, in other words particularly in cases of negligence, and only after giving us a further final period of grace of 14 days, the rebuy informing us that he/she shall be asserting claims for compensation if delivery is not made. The compensation claim shall be restricted to the foreseeable damage, unless the delay has been caused by gross negligence or willful intent.
6. If the purchaser delays in making acceptance or violates other obligations to cooperate, we are entitled to demand compensation for the damage we have suffered, including any additional costs. In this case, the risk of accidental loss or accidental deterioration of the purchased item is transferred to the purchaser at the point in time at which the purchaser falls behind with his/her acceptance obligations.

### § 5

#### Transfer of risk, shipment

1. Unless indicated otherwise in the order confirmation, delivery is agreed ex stock Rheda-Wiedenbrück.
2. Shipment is always made at the costs and risk of the purchaser, even if freight-free delivery has been agreed or shipment is made with own vehicles. At the purchaser's request, we shall take out transport insurance to cover the delivery; all corresponding costs shall be paid by the purchaser. In the case of direct delivery ex works, the risk passes to the purchaser already when the goods leave the works. If shipment or delivery is delayed at the purchaser's request, the risk passes to the purchaser on the day of informing the purchaser that the goods are ready for shipment.

### § 6

#### Warranty for defects/compensation

1. The purchaser shall check that the goods are complete on the day of delivery. Any complaints are to be submitted to us in writing without delay, but at the latest on the day after delivery. Otherwise the delivery is deemed to be complete. The purchaser is also obliged to check the goods for faults immediately after receiving delivery. Any faults must be reported to us in writing and specified in detail within two days of receiving delivery. Otherwise the goods are deemed to be accepted, apart from faults that were not obviously apparent during goods receipt inspection. If a concealed fault is revealed later on, the purchaser shall submit a specified complaint immediately after discovery. If the purchaser fails to fulfill this obligation, the goods are considered to be accepted also with regard to such a fault.
2. Following a timely and justified complaint about the goods, unless agreed otherwise we are entitled to take the faulty goods back and replace them with contractual goods, or to repair the delivered goods, at our own choice.

3. If we are not willing or able to repair the goods/provide replacement delivery or if this is delayed over and beyond an appropriate period set by the customer or if the repair/replacement delivery should fail, the customer is entitled to withdraw from the contract or demand a reduction in the purchase price (abatement).
4. We are liable for compensation in accordance with the statutory provisions insofar as the damage was caused by willful intent or gross negligence on our part, on the part of our representatives or vicarious agents. Liability for slight negligence is ruled out insofar as this does not refer to culpable breach of a material contractual obligation with central significance for implementation of the contract. This limitation of liability also applies to tortious claims. The limitation of liability shall not apply insofar as we have assumed any guarantee, and not to injuries to life and limb or to human health. The mandatory liability resulting from provisions of the product liability law remains unaffected.
5. Compensation claims from the purchaser are limited to typical, foreseeable damage. This does not apply to claims based on willful intent or gross negligence on our part, or on the part of our legal representatives or vicarious agents. Furthermore, the limitation does not apply to liability for damages resulting from injuries to life and limb or to human health, and to cases of mandatory liability resulting from provisions of the product liability law.
6. The purchaser's warranty claims for faults in the delivered goods are statute-barred after twelve months in cases stipulated in section 438 (1)(3) German Civil Code. The period commences on delivery of the goods.
7. Compensation claims from the purchaser for breach of duty not consisting in the delivery of faulty goods are also statute-barred after twelve months. The period commences in accordance with the statutory provisions.
8. If the goods delivered by us have been used for the construction of a building in accordance with their normal use, and have caused defectiveness of the building, a period of limitations of two years shall apply in accordance with the provisions of the VOB/B (German Construction Contract Procedures). The period of limitations does not commence until two months after we have delivered the goods to the purchaser.
9. Contrary to the above provisions, compensation claims for injuries to life and limb or to human health are subject to the statutory periods of limitation. The same also applies to cases pursuant to sections 478 and 479 German Civil Code and to cases of willful intent or gross negligence on our part, on the part of our legal representatives or vicarious agents, and in the case of tortious claims.

### § 7

#### Reservation of title

1. We reserve the title to the purchased goods until receipt of all payments from the delivery contract. Furthermore, the title only passes to the purchaser on complete settlement of all our receivables also from other contracts concluded with the purchaser in the framework of the on-going business relationship.
2. Insofar as we are entitled to withdraw from the contract because of breaches of obligations on the part of the purchaser, especially default of payment, the purchaser shall return the items delivered under reservation of title immediately after we have declared our withdrawal. In this case, we are entitled to enter the purchaser's business premises where the conditional goods are stored and recover ownership of the same. The costs for recovery of the goods shall be paid by the purchaser.
3. The purchaser is obliged to treat the purchased goods with all due care and attention; in particular he/she is obliged to take out adequate replacement value insurance cover for damages caused by fire, water and theft.
4. In the case of seizure or other third-party intervention, the purchaser shall inform us immediately in writing. Insofar as the third party is not capable of refunding us with the costs incurred in court and out of court by a lawsuit pursuant to Section 771 German Code of Civil Procedure, the purchaser shall be liable for any losses incurred by us.
5. The purchaser is entitled to resell the purchased goods in normal business transactions; however, he/she assigns to us now already all receivables up to the amount of the total invoice amount (including VAT) accruing to him/her from his/her customer or third parties as a result of the resale, regardless of whether the purchased goods are resold without or after being processed. The purchaser remains entitled to collect these receivables. Our authority to collect the receivables ourselves remains unaffected. However, we undertake not to collect the receivable as long as the purchaser has fulfilled his/her payment obligations from the received proceeds, is not in default of payment and has not submitted an application to initiate insolvency proceedings or suspended payments. However, if this is the case, we can insist that the purchaser informs us of the assigned receivables and their debtors, provides all details necessary for collection, hands over the corresponding papers and documents and informs the debtors (third parties) accordingly that the receivables have been assigned.
6. The processing or transformation of the purchased goods by the purchaser is always carried out on our behalf. If the purchased goods are processed together with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the purchased goods to the other processed items at the point in time of processing. The item resulting from such processing is otherwise subject to the same proviso as the conditionally delivered purchased goods.
7. If the purchased goods are inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the purchased goods to the other mixed items at the point in time of mixing. If mixing is carried out in such a way that the purchaser's item is deemed to be the main item, it is agreed now already that the purchaser assigns proportional co-ownership to us. The purchaser safeguards the resulting sole ownership or co-ownership on our behalf.
8. In order to safeguard our receivables from the purchaser, the purchaser also assigns to us those receivables accrued against third parties as a result of combining the purchased goods with a plot of land.
9. At the purchaser's request, we undertake to release the securities to which we are entitled to the extent that the value of our securities exceeds the receivables being secured by more than 10%; it is up to us to choose which securities are released.

### § 8

#### Governing law, place of jurisdiction, place of fulfillment

1. These terms and conditions of business and the entire legal relationships between the parties are subject to the laws of the Federal Republic of Germany (particularly the German Civil Code and the German Commercial Code), with the exception of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods.
2. Rheda-Wiedenbrück is the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship, insofar as the purchaser is a businessman, a legal entity under public law or a special fund under public law.
3. Unless stated otherwise in the order confirmation, the place of fulfillment is our business address.