

**I.**

**GENERAL - Scope**

1. Sales and other supply contracts are concluded exclusively according to our following General Sales and Supply terms. We do not accept terms of the Buyer / Client (hereinafter Customer) that oppose or differ from our terms, unless we have expressly acknowledged their validity in writing. Our sales and supply terms apply even if, with knowledge of the terms that oppose or differ from our sales terms, we nevertheless supply the Customer without reservation.
2. Our sales terms only apply to companies within the meaning of § 310 section 1 BGB.

**II.**

**Quotation / Quotation documents**

If illustrations, drawings, costings and other documents are attached to our quotation, we reserve the ownership right and copyright. The documents may not be disclosed to third parties without our express written permission.

**III.**

**Prices / Conditions of payment**

1. Our prices are "ex works", excluding packing.
2. We reserve the right to adjust our prices accordingly if, following signing of the contract, cost reductions or cost increases occur, particularly as the result of wage agreements or material price changes. We will prove these to the Customer on request.  
In case of a price increase the customer can withdraw from the contract within two weeks as from its announcement. The supplier has the right of withdrawal from the contract in the case that the agreed price must be increased about 15 % or more due to the increase of the raw material prices.
3. For orders with a total order value below 50,- Euro exclusive of VAT a service fee of 10,- Euro will be charged.
4. The purchase price is due for payment without deduction within 30 days from the date of the invoice. The legal regulations apply if payment is delayed.
5. The Customer can only offset with debts due if his counter-claims are legally established, undisputed or accepted by us.

**IV.**

**Delivery period**

1. A delivery period stated by us only starts when all technical questions have been clarified.
2. Performance of our delivery obligation also depends on the timely and correct performance of the Customer's obligations. The plea of non-performance. is reserved.
3. If the Customer is in default in taking delivery, or if he culpably infringes other duties to cooperate, we are entitled to demand compensation for the damage suffered in this respect, without prejudice to further claims.
4. If the conditions of no. 3 apply, the risk of accidental destruction or accidental deterioration of the items purchased is transferred to the Customer at the time when he was in default in taking delivery or in debtor's default.
5. If we are liable for compensation in the event of delayed delivery, our liability is limited to a lump sum of 0.5% of the supply value for each full week's delay up to a maximum of 5% of the supply value.

**V.**

**Transfer of risk and acceptance**

1. We deliver "ex works". The transport costs and risks are borne by the Customer.
2. If the Customer wishes, we will insure the supply for transport; the Customer pays the costs.

## **VI.**

### **Reservation of title**

1. We reserve title to the goods supplied until all payments arising from the supply contract are received. If the customer is a trader, we reserve title to all the goods supplied by us until all the payments arising from the business connection with the Customer have been received.
2. The Customer is obliged to treat goods that are our property with due care; in particular, he is obliged to insure these for the new value against fire, water and theft at his own expense. If service and inspection work is necessary, the Customer must do this when due at his own expense.
3. In the event of pledges or other third party intervention, the Customer must notify us immediately in writing so that we can establish our rights to the goods we own. The Customer must provide us with all the necessary information and documents in this respect on request.
4. The Customer is entitled to re-sell the goods owned by us in the normal course of business. He hereby assigns to us as a security the receivables due from his buyer from the re-sale, with all subsidiary rights, in full. The Customer remains entitled to collect the receivables as long as he is not in default in payment to us.
5. We undertake to release the securities to which we are entitled at the Customer's request if the value of our securities that can be realised exceeds the claim to be secured by more than 10%; we select the securities to be released.
6. During the life of the reservation of title, the Customer is entitled to possess and use the item supplied provided that he performs his obligations arising from the reservation of title and he is not in default in payment. If the customer is subsequently in default in payment, or if he fails in his obligations in connection with the reservation of title, we may, after a reasonable period set by us has expired in vain, withdraw from the contract and demand the item supplied from the Customer.

## **VII.**

### **Defects**

1. Defects rights of the Customer require him to have satisfied his investigation and notification obligations according to § 377 HGB.
2. Bigger or smaller quantities up to 10 % of the quantity ordered do not represent any redhibitory defect.
3. If the item bought has a defect, we are entitled, at our discretion, to re-perform our obligation by remedying the defect or by supplying a new, defect-free item. We will only accept additional costs incurred in the case of re-performance if they have not been increased because the item bought was taken to a place other than the place of performance.
4. If the re-performance fails, the Customer is entitled, at his discretion, to demand withdrawal from the contract or a price reduction.
5. The period of limitation for defect claims is 12 months from delivery. In the event of supply recourse according to § 478, 479 BGB, the legal period of limitation is not affected; it is 5 years from delivery of the defective item.

## **VIII.**

### **Tools**

Tools or auxiliary devices we produced or provided for the fulfilment of the contract, remain in our possession independent of who to bear the costs for the production or the procurement.

## **IX.**

### **Liability**

1. Irrespective of the legal nature of the claim made, we are only liable for damage based on wrongful intent or gross negligence, including wrongful intent or gross negligence of our representatives or agents. However, if we have not acted with wrongful intent, our liability is limited to the foreseeable damage that typically occurs.
2. We are also liable according to the legal provisions if we culpably infringe an essential contract obligation. Our liability is limited to the foreseeable damage that typically occurs in this case, too.
3. Liability on account of culpable harm to life, body and health is not affected.
4. Unless stated otherwise above, our liability is excluded.

**X.**

**Place of Jurisdiction / Performance**

1. If the Customer is a trader, our registered office is the place of jurisdiction; however, we are also entitled to sue the Customer at his place of residence.
2. The law of the Federal Republic of Germany applies.
3. The place of performance is our registered office.

As of January 2007