

## Terms & Conditions

### 1. Application of terms & conditions

1. These terms & conditions shall apply exclusively to all contracts, including future contracts.
2. We expressly object to terms & conditions of other parties, in particular defense clauses against reservation of ownership.

### 2. Conclusion of contract / written form

1. Unless otherwise agreed, our offers are subject to change without notice.
2. If the customer's acceptance differs from our offer or contains supplements or collateral agreements, contract formation will be delayed until confirmation in writing by us. The same shall apply for all supplements, amendments and collateral agreements to the contract.

### 3. Usage of our goods

1. Any products supplied by us are meant exclusively for domestic usage in the workshop of our customer. Exceptions hereof have to be agreed with us in writing.
2. Our application-specific advice is without commitment and does not release the customer from the examination of our products for their suitability for the intended processes and purposes.

### 4. Prices

1. Unless otherwise agreed, the customer shall pay the prices agreed at the time of conclusion of contract. Unless otherwise agreed, prices do not include packaging and are calculated ex registered office or the respective depot.
2. If more than four months have passed between conclusion of contract and delivery of goods we will be entitled to increase the price if this serves to account for an increase in cost of manufacture or freight charges (for free delivery).
3. The customer shall pay VAT on top of the agreed net prices at the rate applicable at the date of delivery.

### 5. Dispatch and delivery

1. The customer shall collect at his own expense our goods at the agreed place of fulfillment. If the customer wishes the goods to be delivered to a different place, the customer will have to bear cost of carriage and risk of carriage arising hereof, even if carriage of goods takes place in our own vehicles. Unless we receive instructions to the contrary, we will determine the mode and route of transport. In that case the place of fulfillment shall always be our depot from which dispatch of goods takes place. Deliveries may be insured at a customer's request in his name and at his expense.
2. Unless otherwise expressly agreed in writing, delivery dates and periods shall be non-binding. We will be entitled to make partial deliveries. In such cases the customer will be obliged to pay the price for the rendered partial performance if the partial performance is commercially usable.
3. Delays in delivery due to an Act of God, strikes, interruption of operations, lack of raw materials, state interventions or due to circumstances that complicate delivery or are not our fault shall entitle us to either withdraw from the contract or, optionally, to extend the period of delivery by the time it takes to remove the temporary obstruction plus a reasonable start-up time. In case of longer interruptions we will inform the customer about begin and end of the delay in delivery as soon as we have established details. If the time of obstruction exceeds a period of 8 weeks, the customer shall be entitled to withdraw from the contract in respect of the non-fulfilled part, to the exclusion, however, of claim for damages, after having set a reasonable grace period.
4. We will be entitled to withdraw from the contract, to the exclusion, however, of claim for damages, if we have entered into a congruent covering action with our supplier and have been let down by the aforesaid through no fault of our own and have made a reasonable effort to procure the raw materials required for the performance of the contract.
5. If the delay in performance is our fault, the customer shall be entitled to withdraw from the contract after having set a grace period of at least 3 weeks. Possible claims for damages by the customer shall be subject to limitation of liability as set out under clause 10 of our terms & conditions.

### 6. Offset / advance payment

1. Offset against our claim shall be ruled out if the counter-claim has not been established absolutely or is undisputed. Neither can the customer assert a right of retention.
2. If the customer is in default of payment, ceases payment or if other circumstances become known which affect his creditworthiness and endanger our claim to counter-performance, we will be entitled to immediately call in all receivables for deliveries made so far despite any due date agreements that may exist in individual cases. In addition, we will be entitled to demand advance payment or the provision of security. If the customer is not willing to pay in advance or to provide security we will be entitled to withdraw from the contract.

### 7. Termination of contract

1. If a basic agreement was concluded with the customer or a contract that has not yet been completely fulfilled, we will be entitled to extraordinary termination for good cause of the respective agreement. The right to enforce further claims such as compensation in damages etc. remains unaffected by such a termination.
2. Good reasons may arise in particular if the customer is in default of payment of a current business relationship - if the customer breaches the duties resulting from the contractual relationship.

### 8. Warranty

1. Warranty claims by the customer arising from evident deficiencies not reported in good time shall be ruled out. Regulation of section 377 German Commercial Code applies; complaints shall be lodged in writing.

2. If the delivered merchandise is defective, we will either deliver a replacement or remedy the product at our discretion while excluding other claims for damage. Multiple remedies or replacement shall be admissible.

If the remedy or replacement fails within a reasonable period of time, the customer shall be entitled, pursuant with legal statutes, to withdraw from the contract or to reduce the agreed payment or to claim damages or replacement of unsuccessful expenses in compliance with the law and considering the limitation of liability under clause 10 of our terms & conditions.

3. Warranty claims will be limited to one year after delivery. The statutory warranty period shall apply to claims for damages by the customer resulting from a defect for which we are responsible, claims aimed at damages for injury to body or health, or based on gross negligence on our part or our vicarious agents. The scope of our liability in such cases conforms to clause 10 of our terms & conditions.

#### 9. Ownership Reservation

1. The goods delivered shall remain our property until full payment has been received.

2. Goods delivered and manufactured by us shall remain our property until complete settlement of our receivables – including future and conditional claims arising from the business relationship. This is also true where payment for certain goods or performances designated by the customer has been received whilst the reserved property serves as security for the amount outstanding.

3. In cases where the customer processes, combines or mixes the reserved property with other goods we will obtain co-ownership in the new item equal to the invoiced price of the reserved property in proportion to the invoiced price of the other goods used.

4. The customer shall be entitled to sell the reserved property within the normal course of business. The customer henceforth makes over his claims from a resale or any other reason (such as insurance benefits, tort etc.) of the reserved property assigned as security to us. They shall serve as security to the same extent as the reserved property does. If the reserved property is sold by the customer together with other goods not sold by us the customer shall make over his claims from the resale in proportion of the invoiced price of our goods to the other goods sold.

We accept this assignment and authorise the customer on own account and in own name to collect the claims assigned to us. If the customer is in default of payment for claims arising from the business relationship we will be entitled to prohibit the customer from reselling the reserved property. We will also be entitled to revoke the direct debit mandate for claims assigned to us.

Then the customer is obligated to inform his buyers immediately about the assignment to us and to pass on any details required for the collection of outstanding receivables and to submit any related original documentation.

5. We will be entitled to sell or have goods auctioned if we exercise our property right by repossessing the reserved property.

We reserve the right to further claims for damages, in particular for loss of profit.

6. If the value of our respective total claim for existing securities (reserved property and assigned claims) exceeds the value of the debt due to us by more than 20 %, we will be obligated to release securities at our discretion upon the customer's request at that extent.

7. The customer has to inform us immediately about access of third parties to the reserved property (in particular attachments and seizures). Any costs arising from such interventions shall be borne by the customer if they have not been caused by us.

#### 10. Liability

1. We shall

- not be liable for damages outside the scope of this contract if arising from gross negligence on our part or the part of our chief executives;

- be liable for the gross negligence on the part of vicarious agents, however, only up to the amount agreed as a price for the respective performance;

- not be liable for a violation of duty on our part, the part of one of our chief executives or one of our vicarious agents in cases of ordinary negligence.

- not be liable for tortious claims in cases of ordinary negligence on our part, the part of one of our chief executives or one of our vicarious agents.

2. The limitations of liability stated under clause 1 shall not apply if there was a violation of a cardinal obligation nor in cases of death or injury to body or health. Cardinal duties are those obligations that enable the due execution of the contract and the observation of which the customer relies on and may rely on regularly.

#### 11. Other

1. The place of performance for deliveries is Bayreuth.

2. Place of jurisdiction for disputes arising from the contract and legal relations in connection therewith shall be the Bayreuth District Court and also the court having jurisdiction over the headquarters of our customer, if we see fit. Bayreuth shall also be the place of jurisdiction if the customer has moved his place of residence or customary place of abode outside the geographical scope of the German law or if his place of residence or customary place of abode is unknown at the time of bringing suit.

3. German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

If required, we'll be pleased to send you a copy of our terms & conditions:

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