

Standard Terms of Sales and Delivery

- 1. Validity of the conditions** Our standard terms of sales and delivery are exclusively applicable to all contracts that are concluded by us. We shall only be bound to any deviating general terms and conditions of business of the buyer if we have expressly agreed to these deviating conditions in writing. The buyer shall agree to our standard terms of sales and delivery at the latest at the point of accepting our goods. This shall apply even if the buyer has given or confirmed his order according to his own general terms and conditions of business and we did not expressly object to them.
- 2. Proposal** Our proposals are non-binding. A purchase contract shall only be effected by our written order confirmation. Any side agreements as well as changes and supplements to the contract shall only be effective if we have confirmed them in writing.
- 3. Payment and price** The payment shall be made without any deduction within 30 days from the invoice date either in cash or by bank transfer free from expenses to one of our bank accounts. The issue of a bill of exchange is subject to our prior agreement and is in any case only made on account of performance. The price that applies on the date of delivery shall be applicable unless otherwise agreed in writing. We shall be entitled to pass on all increases of freight costs, shipping expenses, insurance premiums, etc., which become applicable after the contract date, as well as all new duties, charges, taxes, etc., which result in a direct or indirect price increase, to the buyer. The offset or claim of rights of retention due to counter-claims, which have not been accepted by us, shall be excluded.
- 4. Delivery** All stated delivery times shall be regarded as approximate and non-binding. The delivery is made within the agreed delivery period according to our choice. We are entitled to make partial deliveries. If, for on-call deliveries, the buyer has not called the goods by the agreed point in time, we shall be entitled to either invoice the goods and ship them to the buyer without his call or withdraw from the contract. For contracts, which run over a longer period of time, each individual delivery shall be regarded as a special business transaction and shall have no influence on the non-fulfilled part of the contract.
- 5. Shipment** We ship the goods on the buyer's account unless expressly agreed otherwise. The risk shall be transferred to the buyer with the handover of the goods to the transport company or the buyer's agents or with the beginning of the transport process by us. If the transport company (haulier, rail or other transport company) or the buyer's agents have unreservedly accepted the goods, any subsequent complaint with regard to the external condition of the goods (packaging, leakage, etc.) shall be excluded.
- 6. Warranty and other liability**
 - a) Quality**

The buyer is responsible for checking that the delivered goods are suitable for their intended use.
 - b) Defects**

Possible defects of the goods can only be contested immediately, but must be contested at the latest within 5 working days from the goods receipt. After this period of time the goods shall be regarded as approved. We shall warrant all defects, which have been contested in due time and justifiably, at our own discretion - either by taking the goods back and reimbursing the purchase price or by delivering fault-free replacement goods. Our warranty for replacement
- goods is identical to the warranty for the originally delivered goods. If the buyer processes or resells the goods, such action shall be regarded as the unreserved goods acceptance under any circumstances.
- c) Delivery delay**

All contracts are subject to the correct and timely delivery on the part of our own suppliers. Any liability for damage caused by delay regardless of its nature shall be excluded.
- d) Technical consulting**

Our technical application consulting, both spoken and written, is non-binding - also with regard to possible property rights of third parties - and does not exempt the buyer from his obligation to check our products for their suitability for the intended use and purpose. Any liability on our part for our consulting of whatever nature shall be excluded.
- e) Other liability**

Any other warranty or liability on our part irrespective of its type or nature and legal basis, in particular from a positive breach of contract and unlawful act, shall be excluded. Even in the event of a grossly negligent breach of contract by one of our legal representatives or agents, we shall not be liable for consequential damages or financial loss. In any case, our liability shall be limited to the replacement of the damage, which was foreseeable at the time of the conclusion of the contract. The buyer's right to withdraw from the contract - in the event of our delayed performance or our impossibility to perform - subject to the observance of all applicable laws and regulations shall remain unaffected.
- 7. Retention of title** All goods remain our property until all of our claims against the buyer have been fulfilled, regardless whether these claims originate from the purchase contract for the goods or from any other contracts or legal causes. The buyer shall only be entitled to process, mix or sell goods that are in our property in the course of his usual correct business operations. In the event that our goods are processed or mixed, we shall acquire joint ownership. If items, which are subject to our retention of title or joint ownership, are sold, the buyer shall already now assign his claims to the purchase price or equivalent value against the purchaser to us. If we were only entitled to joint ownership, the assignment shall only apply to the partial amount, which corresponds to our joint ownership share. If the price or equivalent value also applies to other items, the assignment shall only apply to a proportional partial amount. The buyer shall notify us immediately of any attachment or other impairment of our title. The buyer shall bear all possible intervention costs.
- 8. Place of fulfilment and jurisdiction** The place of fulfilment for the delivery is the respective distribution centre. The place of fulfilment for the payment is Kirchberg. The exclusive place of jurisdiction for all mutual claims, including claims from bills of exchange and cheques, is Kirchberg. If the buyer's registered address is abroad, we shall be entitled at our own discretion to file court proceedings against the buyer at his registered address abroad. All business transactions and affairs, including those carried out abroad, shall be governed by German law.