

General Terms and Conditions of Sale and Supply (GTCSS) for Contracts outside the Webshop

1. General

- 1.1 These General Terms and Conditions of Sale and Supply are binding provided it is stated in a quote or in the order confirmation that they apply. Other terms and conditions of the customer shall not apply unless the supplier has expressly acknowledged them in writing.
- 1.2 No agreements and legally relevant declarations of the contractual partners shall be valid unless they have been made in writing.

2. Quotes and award of contract

- 2.1 The order signed by the customer is a binding offer. The contract is deemed to be concluded as soon as the supplier confirms acceptance in writing of an order after receipt of it.
- 2.2 The supplier's quotes are never binding.
- 2.3 Documents associated with the quote such as illustrations, drawings, weights and measurements are subject to change unless they are expressly described as binding. The supplier reserves retention of title to the documents which must not be disclosed to third parties.

3. Scope of supply, assembly

- 3.1 The confirmation of order shall define the scope and delivery of goods and performance of services. An additional charge shall be made for materials or services not contained therein.
- 3.2 The supplier shall be entitled to make part deliveries unless this represents an unreasonable inconvenience for the customer.

4. Prices and assembly costs

- 4.1 Unless otherwise agreed, the supplier's prices are net ex works, and exclusive of packaging, transport, insurance, assembly, installation and commissioning.

4.2 Installation costs shall be charged separately. The customer shall provide free of charge whatever resources and ancillary staff are necessary to assist the supplier's fitters. If a cost estimate is made, the supplier assumes no liability for the cost calculations on which the estimate is based.

5. Payment conditions

5.1 The supplier's invoices are immediately payable net.

5.2 The customer shall make payments without deducting expenses, taxes and charges of whatsoever type to the supplier's registered address.

5.3 In the event of payment arrears on the part of the customer, the supplier reserves the right, in addition to any statutory rights, to suspend scheduled deliveries immediately and to change the payment conditions.

5.4 The customer's right to offset its counterclaims against claims of the supplier is limited to those which are acknowledged in writing by the supplier or which came legally into force.

6. Retention of title

6.1 The supplier shall retain title to the object of supply until payment in full has been made. This retention of title covers all claims which the supplier acquires against the customer in connection with the supply, e.g. by virtue of repairs, assembly, delivery of spare parts or other services, including those made subsequently.

6.2 During the period in which retention of title applies, the customer shall take all necessary steps to protect the supplier's property and to inform the supplier promptly of any damage. Moreover, the customer shall eliminate any damage correctly and appropriately at its own expense.

6.3 The customer shall be authorised to sell the delivery item in the course of normal business. The customer herewith assigns to the supplier in advance the purchase price claim associated with this further sale limited to the amount of the final total on the supplier's invoice (including VAT).

The supplier authorises the customer to collect this sum until this authority is cancelled by the supplier.

6.4 For its part, the customer agrees to retain title to the object of sale if its customer does not pay in full at the latest by the time of hand-over of the delivery item

6.5 In the event of the supplier's goods subject to retention of title being indissolubly associated with other objects, the supplier shall have joint title to such associated objects in terms of the invoice final total relating to the goods subject to retention of title compared with the purchase price of the other associated objects as the values were at the time of the said association.

- 6.6 The assignment of claims to secure the claims according to section 6.3 also includes those claims which the customer acquires against a third party as a result of an association of the goods subject to retention of title with another object.
- 6.7 The retention of title shall also continue to apply to claims of the supplier arising from the business relationship until settlement of the claims associated with the sale.
At the request of the customer, the supplier shall waive the retention of title if the customer has incontestably settled all the claims associated with the object of sale and if an appropriate form of security is in place for the remaining claims arising from the ongoing business relationship.
- 6.8 At the request of the customer, the supplier shall release securities which it has provided to the supplier under this contract if they are no longer needed to secure the claims of the supplier arising from the ongoing business relationship, especially if they exceed the value of all secured claims by more than 20%.
- 6.9 Assertion of the retention of title and any attachment of the delivery item by the supplier shall not constitute withdrawal from the contract.

7. Delivery period and storage costs

- 7.1 The delivery period begins with order acceptance by the supplier and after settlement in full of the technical issues. The delivery period is deemed to have been respected if by the time it ends the supply has left the works or the customer has been notified of its readiness for despatch.
- 7.2 The delivery period can be prolonged as appropriate:
- if the details required for execution of the order are not furnished to the supplier in good time or if they have been subsequently altered by the customer;
 - if payment dates are not met;
 - if obstacles occur which the supplier cannot remove despite exercising the requisite care, irrespective of whether such obstacles occur with the supplier, the customer or a third party. Examples of such obstacles are instances of force majeure, for example epidemics, mobilisations, war, civil unrest, significant operational breakdowns, accidents, labour disputes, delayed or faulty delivery of necessary raw materials or finished or semi-finished products, scrapping of significant parts, actions or omissions of authorities, natural events.
- 7.3 If dispatch is delayed at the request of the customer, the supplier reserves the right to charge the customer for the storage costs incurred, to be not less than 0.5% of the invoice amount. The obligation to bear the storage costs shall begin one month from the date of notification of readiness to dispatch.

8. Delayed delivery

- 8.1 The customer shall be entitled to assert a claim for compensation for delayed delivery caused by circumstances not covered by section 7.2. The customer can claim compensation for delay if the delay in delivery is demonstrably the supplier's default and if the customer can prove it has suffered damage

as a result of this delay. If the customer is given assistance through a replacement supply, the claim to compensation for delayed delivery shall lapse.

8.2 The compensation for delayed delivery shall not be more than 0.5% for each full week of delay and shall not exceed in total 5% of the contracted price for the part of the supply which is delayed. The first two weeks of delay do not create a claim to compensation for delayed delivery.

8.3 The customer's rights and claims in respect of delayed supplies or services shall be limited to those expressly specified in sections 8.1 and 8.2.

9. Delivery, assumption of risk, transport and insurance

9.1 Delivery shall be made from the registered address of the supplier, which is also the place of fulfilment. At the request and expense of the customer, the goods can be sent to a different destination (sale by dispatch). Provided nothing to the contrary has been agreed, the supplier shall be entitled to decide for itself the type of dispatch (particularly the carriers, dispatch route, packaging).

9.2 The supplier shall pack the products carefully. Packaging charges at cost price will be charged to the customer. Particular requests regarding dispatch and insurance must be communicated to the supplier in due time. The risk of the accidental destruction or accidental deterioration of the goods shall be transferred to the customer at the latest on hand-over. This applies also to part deliveries or where the supplier renders other services, e.g. has agreed to pay the dispatch costs, undertake the carriage or assembly of the goods. The risk of accidental destruction or accidental deterioration of the goods, as well as the risk of delay, is already transferred at the time when the goods are delivered to the forwarding agent, the carrier or any other person or institution appointed to carry out the dispatch. If dispatch is delayed for reasons for which the customer is accountable, the risk shall be transferred to the customer from the date of notification of readiness to dispatch. The customer shall, immediately upon receipt of the supply or freight documents, address complaints regarding the transport to the last freight carrier.

9.3 The customer shall be responsible for arranging insurance against losses of whatsoever type. Insurance, even where it is arranged by the supplier, shall be at the expense of the customer.

10. Inspection and acceptance of the supply

10.1 If the customer is an entrepreneur, he must inspect the supply promptly after receipt of the shipment. If a defect is detected, a specific complaint must be lodged promptly.

10.2 The complaints period is one week. The decisive date is the date of receipt of the written complaint (fax included) by the supplier. If the defect becomes apparent later, the written notification must be made promptly upon discovery. Should the customer fail to make a proper inspection and/or defect notification, the supplier shall have no liability in respect of the unnotified defect (section 11).

10.3 The warranty rights of a corporate customer shall lapse if it fails to meet its obligations under sections 10.1 and 10.2.

10.4 A corporate customer must return the goods complained of in the original or equivalent appropriate packaging free of carriage charges to the supplier.

11. Warranty and liability

11.1 The supplier warrants that products it supplies are free of manufacturing and material defects.

11.2 The basis for any liability for defects shall be principally the agreement concerning the nature or quality of the goods. The agreement on the nature or quality of the goods shall be the product descriptions expressly designated as such and which were disclosed to the customer before the order was made, or which likewise were included in this contract as are these GTCSS. Assured characteristics shall be those, and no other, which are expressly described as such in the order confirmation or directions for use. The assurance of such characteristics will not apply beyond expiry of the warranty period.

11.3 If material defects become apparent, the supplier shall be entitled at its discretion to eliminate the defects or to make a replacement delivery. The supplier shall be granted a reasonable period of at least 20 working days to repair the defects. The supplier shall be entitled to make several attempts to repair the defects to the extent that the customer can reasonably be expected to accept this. This applies also where the supplier has undertaken to the customer to carry out work within the meaning of § 631 et seq German Civil Code [BGB].

11.4 If a defect as specified in section 11.3 is not eliminated in due time, the customer can demand reduction of the purchase price, cancellation of the contract or compensation subject to the following provisions (11.5 and 11.6).
However, the customer shall have no right of withdrawal for only minor defects.

11.5 Compensation is limited to the foreseeable and direct average loss typical of this kind of contract related to the nature of the goods.
This limitation does not apply to claims arising from injuries to life, limb or health or other losses for which the supplier is accountable due to gross negligence or wilful damage on the part of the supplier.

11.6 If the customer chooses to withdraw from the contract because of a defect and failure to effect subsequent fulfilment, it shall not be entitled to claim compensation for the defect. § 325 German Civil Code [BGB] is waived in this respect.

11.7 The warranty shall expire prematurely if the customer or third parties make inappropriate modifications or repairs, if the customer does not follow the supplier's operation or servicing instructions or, where a defect has become apparent, does not immediately take all suitable action to minimise damage and fails to give the supplier the opportunity to correct the fault.

11.8 The warranty period is two years from delivery of the object.

All cases of breach of contract and their legal consequences and all claims of the customer, irrespective of the legal grounds on which they are based, are governed conclusively in these terms and conditions. In particular, all claims to compensation, price reduction, contract cancellation or withdrawal from the contract not explicitly named herein shall be excluded. Liability for consequential losses is not accepted unless mandatory statutory product liability provisions stipulate otherwise.

12. Applicable law

This contract is subject to German law.
The provisions of the UN Convention on the International Sale of Goods (CISG) shall not apply.

13. Place of jurisdiction

The place of jurisdiction is the registered address of the supplier.
The supplier may at its discretion also take legal action at the place of jurisdiction of the customer.

14. Severability clause

Should any of the above GTCSS be or prove to be invalid, the remaining provisions shall remain in force. In such a case, the parties shall make lawful agreements concerning the void provisions which on the one hand satisfy the statutory regulations and on the other come as close as possible to the purpose originally intended.

General Terms and Conditions of Sale and Supply (GTCSS) dated 1 August 2011

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