

## 1. Scope

The following General Terms and Conditions shall also apply exclusively to companies, legal entities under public law or public-law special funds.

## 2. Conclusion of contract and subject terms of contract

Our quotations and all parts thereof are subject to change. We are bound contractually only if we have confirmed the conclusion of an agreement in writing according to the General Business Terms and Conditions. Our Terms and Conditions and delivery terms are decisive even if we do not expressly reject the contracting partner's conditions.

Side agreements require our written confirmation to ensure validity. Claims against us may only be assigned with our consent.

The overall legality of the contract remains intact even if parts of the contract prove inapplicable.

## 3. Prices

All prices are quoted in EURO unless otherwise expressly agreed. The prices apply ex works Hagen. The prices stated in our quotation are subject to change. In the event of substantial changes of order-related costs after the conclusion of the contract, we are entitled to set a new price at our discretion under consideration of the changed costs, and invoice this official catalogue price on the date of dispatch.

## 4. Surcharges

A minimum-order surcharge of 15 Euros shall be applied to orders of under 100 Euro.

## 5. Terms of delivery

Terms of delivery are considered only as approximately agreed. They start with our confirmation order, however, not before all the details of the design have been clarified and the Customer has met all other prerequisites required. The delivery date shall be the day of shipping, the day of pick-up by the Customer which has been agreed or the day notification regarding our readiness to dispatch is sent.

We are authorised to make earlier deliveries and part deliveries.

We shall not be responsible for delays in delivery caused by force majeure and due to unforeseen events which could not be averted in spite of reasonable caution following the circumstances of the case being applied, e.g. disruption to operations, industrial action. This also includes those that occur with our suppliers or their sub-contractors, even for bindingly agreed deadlines and dates.

In such cases the delivery period shall be appropriately extended. We shall inform the Customer in the event of circumstances with considerable delays in delivery.

Should the aforementioned circumstances render our service impossible or result in more than a three month delay, we shall be entitled to withdraw from that part of the contract which has not yet been fulfilled.

Should we be responsible for failure to meet delivery deadlines, the Customer may set us an appropriate extension period, after which time, he shall be entitled to withdraw from the contract in accordance with statutory provisions.

We shall be liable for damages only when culpable of intent or gross negligence.

If a delivery is to be made on call or according to the Customer's specification and is not called or specified in time, we are entitled, free of the restrictions contained in § 181 BGB, following unsuccessful setting of deadline in the Customer's name, to call or specify ourselves.

In this case, the Customer is bound to pay, in advance, the amount due.

## 6. Packaging

Delivery is of carton packaging with no packaging

costs levied.

## 7. Dispatch and transfer of risk

The Customer requests shipping of the goods within the meaning of § 447 BGB. The risk shall pass to the Customer when he is informed that the goods are ready for collection.

If the goods are taken back for reasons for which we are not responsible, the Customer shall bear all risks until the goods are received by us. Unless otherwise stated by the Customer, we are free to select the mode of dispatch. We do not guarantee that the most economical form of dispatch will be used.

## 8. Liability for material defects -Limitation

Notwithstanding an earlier legally stipulated time to give notice of defects, complaints must be lodged in writing after ascertainment of obvious defects at the latest 2 weeks after receipt of the goods. For justified complaints, we shall, at our choice, either repair any defects or supply defect free goods. Should the repair of the defect or the replacement be unsuccessful, the Customer can choose to reduce the purchase price or labour costs or to withdraw from the contract.

Further claims on the part of the Customer, in particular any claim for damages shall be excluded unless caused by us intentionally or through gross negligence.

This applies also to claims to recourse pursuant to § 478 of the German Civil Code (BGB). This also includes liability for material defects caused by faulty installation or installation instructions.

We must be given the opportunity to establish defects reported. The rejected goods must be immediately returned to us at our request. Should the Customer fail to comply with these obligations or with instructions received from us or with those evident from engineering regulations for the working and processing of our products or if the Customer makes modifications to the production, we shall not have any liability for material defects.

In so far as the Customer has met his obligation of examination and notification of defects, claims based on defects shall come under the statute of limitations 12 months after the transfer of risk.

All other contractual claims of the Customer come under the statute of limitations within the same time period. Should we be liable for intent or under the product liability law, the statutory limitation periods apply.

## 9. Returns

Carriage-free return consignments of goods shall only be accepted with the deduction of refurbishment and handling costs, by prior agreement.

The refurbishment and handling costs amount to 20% of the invoiced value, minimum 10 Euro.

The return of custom-made products, parts cut to measure or damaged goods is excluded.

## 10. Payment

Payment is to be made with a discount of 2% within 14 days of the invoice date or without discount within 30 days. The Customer will be in default of payment 30 days after receipt of invoice, unless default occurs at an earlier date (e.g. as a result of overdue notice or refusal to fulfil the contract).

The Customer is obliged to pay default interest at the legal rate from the date of default.

We reserve the right to claim compensation for any default damages exceeding the penalty and/or breach of contractual duties. Any bill of exchange, cheque or other bond are accepted under reservation and for payment. The due date of our claims is not affected by this. Discounting and collection costs shall be borne by the Customer.

Offsetting against our claims shall only be permissible with uncontested or legally established claims. A right of retention or a right to withhold performance on the part of the Customer exists only if, in his own rights, he has legally enforceable claims or recognised

counter-claims and if such claims are attributed to a breach of contract for which our legal representatives, management or senior employees are guilty of intent or gross negligence.

We deliver to unknown or insolvent Customers only against advance payment or cash on delivery.

## 11. Retention of title

We retain title to the supplied goods as well as, to such items resulting from the processing or treating thereof until the fulfilment of all claims, including those not yet due, arising as a result of the business relationship with the Customer. The Customer shall be obliged to store and mark the reserved goods under title or retention separately. Any processing and treatment of the reservation-of-title goods shall be done by the Customer on our behalf, without this giving rise to obligations on our part. The processing or combining with other items of reservation-of-title goods does not terminate our ownership; rather, we become co-owner of the new goods proportionate to the invoice value of the reserved goods and other processed materials. A co-retention of title to which the Customer becomes entitled due to our goods having been processed with other items which do not belong to us is transferred to us.

The Customer now assigns to us all existing claims accruing to him resulting from forwarding/sale or from legal issues concerning the reservation-of-title goods. We herewith accept such assignment.

The Customer is entitled to collect these claims provided he meets his obligations to us. At our request the Customer is obliged to give notice of any third party debtors and to inform them of the assignment. Should the reservation-of-title goods be resold after processing or combination with other items, the aforementioned prior assignment is valid only to the amount of the invoice value of the reservation-of-title goods.

The Customer must immediately inform us of any debt execution measures by third parties on the reservation-of-title goods or the claims assigned in advance and provide us with the necessary documents for an intervention. We undertake, upon the Customer's request, to release the securities to which we are entitled pursuant to the above provisions at our discretion insofar as the value of our securities exceeds the claims to be secured by 10%.

## 12. Disclaimer of liability

Insofar as our liability under the aforementioned provisions, is limited to to intent and gross negligence, this restriction shall not be applicable to injury or damage to life and limb, body or health. Furthermore, we are liable for simple negligent breach of a principle contractual obligation, however, limited to reasonably foreseeable damage typically caused within the framework of such a contract.

## 13. Place of performance

The place of fulfilment and legal domicile is Hagen. We reserve the right, however, to bring action at the Customer's place of business or place of residence. German law shall apply. The contractual relationship is in accordance with the provisions of the Civil Code and the Commercial Code of the Federal Republic of Germany.

The validity of the United Nations Convention on Contracts for the International Sale of Goods (CSIG) is excluded.