

Terms of Sale and Delivery

I. Conclusion and subject of the contract

For our deliveries and other legal transactions, the terms and detailed below shall apply exclusively. Any other verbal and telegraphic arrangements, amendments, promises and collateral agreements shall be invalid unless by us in writing.

Purchase and payment terms stipulated by the Buyer shall not be accepted by us. The Buyer shall accept our Terms of Sale and Delivery even if they deviate from his usual purchase and payment terms.

Any objections raised to order confirmations must be submitted in writing without delay, at the latest within one week.

The legal inefficacy of individual provisions shall not render the entire contract invalid.

II. Offers

All offers made shall be without engagement unless expressly stated to the contrary, in which case they shall be binding for one month only calculated from the date of the offer, unless another period is specifically indicated.

Obvious errors, spelling mistakes and miscalculations shall be without commitment on our part. All particulars, such as dimensions, weights, illustrations, descriptions, assembly drawings and illustrations in sample catalogues, price lists and other reference materials shall be approximate only but determined as closely as possible, and shall not be binding on our part.

III. Prices

All prices are quoted **ex works** excluding Value Added Tax. Confirmed prices shall apply only if the confirmed quantities are bought. In the event of price increases occurring between the date of the order confirmation and the supply of the goods, we shall be entitled to adjust the prices accordingly.

IV. Delivery

Delivery shall be for account and risk of the Buyer, even if carriage-free delivery has been agreed. If free delivery has been agreed, the risk shall pass to the Buyer as soon as the vehicle arrives at ground level at the forwarding address, or at the point nearest to this address that can be reasonably reached by the vehicle. Selection of the transport route and means of the transport shall rest with us. Partial deliveries shall be admissible and shall be considered as independent deliveries. If the Buyer does not accept the goods in time, or if he fails to observe the call dates, we shall be entitled to effect the deliveries due, either in full or in part, or to put the goods into storage and invoice as delivered, to rescind, either in full or in part, or finally to demand compensation on the grounds of nonfulfillment. Disruptions caused by fire, strikes, lockouts, shut-downs, official measures, lacking supplies and force majeure which may prevent or impair the deliveries, shall entitle us, at our option, to rescind, either in full or in part or to postpone the deliveries accordingly without being liable for damages. Non-observance of delivery times does not release the Buyer from his obligation to accept the goods. For any damages due to a delay in at cost price. Returning packaging material shall be accepted and refunded only if specifically agreed upon. Insurance covering damage in transit, loss in transit and breakage shall only be taken out if expressly requested by the Buyer and shall be charged to him.

V. Warranty

Any claims on the scope, amount, weight, dimensions, and kind of the goods must be made immediately but no later than three days after arrival of and prior to use of the goods. Claims concerning partial deliveries shall not entitle the Buyer to refuse acceptance of the entire delivery.

Notifications of defects must be made in detail and in writing and must be received by us within seven days of arrival of the goods. Claims in respect of hidden defects must be made immediately on discovery of the defect, at the latest, however, within two months after receipt of goods. If defective goods have been delivered, we shall be entitled, at our option, to reduce the price, make good the defect or supply faultless replacement. We shall be entitled to supply replacement even if this cannot be effected immediately. Any replacement shall be supplied at the earliest possible date. Any further claims by the Buyer on whatever legal grounds, especially with regard to redhibition and indemnification, shall be excluded.

We shall be under no obligations to acquire replacements from other sources.

No **warranty** whatsoever shall apply of the processing or use of the goods has already been commenced, or if the Buyer himself or any third party has carried out, or tried to carry out, repairs of our goods. The same shall apply to any goods which have been sold by the Buyer either before or after claims have been made. In the case of manufacturing defects our warranty shall be limited to the warranty given by our suppliers.

By negotiating a claim we shall not be considered as waiving our objections to the existence of a defect, to the obligations for the supply of replacement, or to the time limit and sufficiency of the claim.

VI. Return of goods

Goods delivered by us shall only be taken if agreement to this effect has been made and shall be returned in immaculate condition, carriage paid. Credits for returned goods shall be subject to a 10% deduction for costs incurred. Returns to specially made goods, or goods procured at the specific request of the customer, shall be excluded. For returned goods with a net value under EUR 50,-, no credit-notes will be made.

VII. Payment

Unless agreed otherwise, our deliveries shall be paid for at once, at the latest 30 days after date of the invoice. All payments shall be made free of charge for us. Payments effected within 10 days of receipt of invoice shall be subject to a discount of 2 per cent, provided, however, all financial commitments have been met in full, including those for earlier deliveries. The discount shall be calculated based on the net invoice amount, after deduction of rebates, freight charges etc. Once payment of an invoice has become due i.e. at the latest 30 days from the invoice date, interest will be charged at a rate of 3 per cent above the base rate of the European Centralbank, not excluding the right to make further claims for default. The day of receipt of any payment shall be the day on which our account has been credited with the respective amount. Bills of exchange and cheques shall only be accepted subject to being honoured. Acceptance of bills of exchange shall be as security only, and shall not be considered as respite for payment. If our bankers decline to discount a bill of exchange, then payment in cash must be made immediately. Discounting and collecting charges shall be for Buyer's account. Liability for payment shall persist even if the Buyer has submitted claims, in particular in respect of defects. The warranty detailed under Paragraph V shall be given on the understanding that the Buyer has effected the payments due. The right to make setoffs and claiming a lien on goods shall be excluded.

VIII. Retention of Title

All goods supplied by us under a delivery contract shall remain our property until payment in full has been made, or until cheques or bills of exchange have been honoured. In the case of a current account the retention of title shall be considered as security for our claim of the balance. The Buyer shall be entitled to legally sell the goods supplied and the goods manufactured from these. He shall be obliged to impose our condition of retention of title on his customers. Without our written consent the Buyer shall not be entitled to assign, pledge or transfer the title as security. When selling the goods supplied by us, the Buyer shall assign at that moment all claims against his customers, including ancillary rights and securities out of sale until all payments to us have been made in full, and this assignment shall be accepted by us.

If the goods are taken back on the basis of our retention of title or any other reason, the Buyer shall be obliged to return the goods to us free of charge and shall be liable for any undervalue. We shall be entitled to collect the goods when enforcing our right or retention of title.

IX. Place of performance and place of jurisdiction

Place of performance for deliveries shall be the place of the goods. Place of performance for all obligations on the Buyer's part shall be the location of our firm. Place of jurisdiction shall be the court competent for the location of our firm. This shall also apply to claims being filed by judgement note. The law of the Federal Republic of Germany shall apply. The provisions of the Hague Convention of 1964 on purchases and purchase contracts shall be excluded.