

1. General

1.1 All deliveries are made on the basis of the following terms of sale. These terms are based on all offers and agreements, and shall be considered to be accepted for the entire duration of the business relationship once an order has been placed or delivery received. Other terms not expressly acknowledged in writing are not binding for us as the Seller, even if we do not expressly object to them.

1.2 The sole legal basis for the legal relationship between us, as the Seller, and the Client, is the written sales agreement, including these General Sale, Delivery and Payment Terms. These constitute all agreements between the contracting parties regarding the contractual object. Informal undertakings on our part prior to the conclusion of this Agreement are not legally binding, and informal arrangements between the contracting parties are superseded by the written Agreement, unless it is expressly stated in each case that they continue to be binding.

1.3 Additions and amendments to the agreements that are concluded, including these General Sale, Delivery and Payment Terms, must be in writing to be valid. With the exception of managing directors and authorized representatives, our employees are not authorized to enter into informal arrangements deviating from this agreement. To comply with the written form requirement, transmissions by telecommunication, especially fax or email, are sufficient, insofar as a copy of the signed statement is sent.

2. Offer and Conclusion of Agreement

2.1 Our offers are generally non-binding. They merely represent an invitation to the Buyer to place the respective order. An agreement is only concluded once we accept the order. Such acceptance occurs once we have shipped the goods on the basis of the order, with the invoice, which constitutes the order confirmation; notice of acceptance is only required in the event of separate order confirmation in writing prior to shipment of the goods. Regarding the content and completion of the order, our order confirmation and the information specified therein prevail.

2.2 The scope of delivery depends on the order confirmation. Deviations in dimensions, weight or quantity are permissible within standard industry tolerances. For custom-made items, the delivered quantity may deviate from the ordered quantity by up to 10%.

2.3 We reserve property and copyrights for quotations, drawings and other records. The Buyer may not disclose these records to third parties without our express consent in writing.

2.4 The conclusion of the Agreement is subject to the timely and proper delivery by our supplier. This applies only if we are not responsible for the failure to deliver, particularly if a congruent hedging transaction has been concluded with our supplier. The Buyer shall be informed immediately if the service is unavailable. Any payment shall be refunded immediately.

2.5 Any type of description, weight and/or quantity given, i.e. in catalogues, on prices lists and in advertisements, are merely reference or approximate values. They do not represent any binding quality specifications. Informal specifications of quality are only binding when we confirm them in writing.

2.6 The offer is subject to changes made by the supplier to design and form, deviations in color, and changes to the scope of delivery, insofar as such changes or deviations are reasonable for the Buyer, taking into account the legitimate interests of both contracting parties. Insofar as we or the supplier use symbols or numbers to identify the order or the purchased item, no rights shall be derived solely in relation to the specification of the purchased item or the scope of delivery.

3. Prices – Payment Terms

3.1 Unless otherwise stated in the order confirmation, prices are ex works excluding transport packaging, and the latter is billed separately at cost price. Prices do not include the legally applicable sales tax. The latter shall appear on the invoice at the legally required amount on the billing date.

3.2 Our deliveries and services are charged on the basis of the prices in effect on the date the Agreement is concluded.

3.3 Invoices shall be paid within 30 days without any deductions, unless otherwise agreed to in writing. Decisive for the date of payment is its receipt by us. The exception to this are chain-of-delivery goods (e.g. special fuels, oils in barrels of 20 liters or more). Non-cash payments are only made on account of performance. Bills of exchange shall only be accepted by prior written agreement.

3.4 If the Buyer defaults, we are entitled to declare all claims due and payable. If the payment deadline passes, we are also entitled to require a security deposit or advance payment. Monetary claims are subject to interest at a rate of 9 percent above the base rate.

3.5 We reserve the right to assert any other claims for damages. The Buyer is entitled to provide proof that the damage is less.

3.6 The Buyer may only set off against our claims if its counterclaim is undisputed or has been legally established. It may only assert a right of retention if it is based on claims arising from the purchase agreement.

3.7 In the case of agreements with a delivery period of more than four months, we reserve the right to increase the prices according to the cost increases incurred as a result of supply agreements, collective bargaining agreements or material price increases. If the increase is more than 5% of the agreed purchase price, the buyer is entitled to withdraw from the agreement in accordance with §313 Par. 3 of the German Civil Code (BGB). Claims for damages by the Buyer are excluded in this case.

4. Delivery

4.1 Binding or nonbinding delivery dates and delivery times that may be agreed to must be in writing. Delivery periods begin with the conclusion of the agreement.

4.2 If we are prevented from delivering the purchased item by the agreed date or within the agreed period (Delay in Delivery) attributable to us or our vicarious agent, we shall be liable under legal regulations. If we or a vicarious agent are not responsible for the Delay in Delivery, we shall only be liable for foreseeable and typically occurring damages. If the Delay in Delivery is the result of a non-essential breach, the Buyer may claim compensation for default in the amount of 3% of the delivery value per full week of delay, up to a total of 15% of the delivery value.

4.3 Force majeure and any events (e.g. strike, lockout, business disruptions, weather conditions or traffic

disruptions, delays in the supply of raw materials or machinery, war, or sovereign directives) that prevent us from delivering the purchased item by the agreed date or within the agreed delivery period, entitle us to postpone the delivery or service for the duration of such event with allowance for a reasonable start-up time. If such disruptions result in a delay of more than four months, the Buyer may withdraw from the Agreement. Other rights of withdrawal shall not be affected.

4.4 The Buyer is obliged to accept the purchased item. If the Buyer is in default of acceptance, we shall be entitled to claim compensation for the resulting damages. This amounts to 15% of the agreed net purchase price. The contracting parties reserve the right to claim higher or lower damages.

4.5 If the Buyer is required to call for delivery or receive goods within a specific period, we shall be entitled to bill the purchase price once this period ends, or to withdraw from the agreement, in whole or in part, after setting a grace period. If no period is agreed to for delivery on call, we are entitled to deliver the goods, with prior notice, six months after issuing our order confirmation, or to withdraw from the Agreement after an established grace period expires.

4.6 With retrieval by the Buyer or the contracted carrier, the agreed deadlines must be met. If the retrieval deadlines are not met for goods declared ready for shipment, we shall be entitled to dispose of the material on the following day. The Buyer bears all costs arising from delayed retrieval or the provision of cargo. If the buyer does not comply with the periods and dates agreed to for the delivery of several partial quantities, we shall be entitled to deliver the remaining goods after setting a grace period, or to withdraw from the unfulfilled part of the order, or to claim damages for non-performance.

4.7 We are entitled to make partial deliveries, which shall be considered individual transactions.

4.8 Insofar as the purchase agreement constitutes short selling (§286 Par. 2 No. 4 BGB; §376 HGB), we shall be liable under applicable legal regulations. The same applies to cases in which the Buyer is entitled to claim that it no longer has an interest in the continued performance of the agreement due to a Delay in Delivery for which we are responsible.

5. Transfer of Risk, Packaging

5.1 The risk shall be passed to the Buyer no later than with the handover of the delivered item (in which the start of the loading process is decisive) to the freight forwarder, carrier or other third party designated to make the shipment. This also applies when partial deliveries are made or we have assumed other services (such as shipping). If shipment or handover is delayed for reasons attributable to the Buyer, the risk passes to the Buyer on the date on which the item to be delivered is ready to ship and we have notified the Buyer of this.

5.2 After the risk passes to the Buyer, the latter shall bear storage costs. When stored by us, the storage costs shall be 0,25% of the amount billed for the delivery goods for each full week of storage. The parties reserve the right to claim additional or lower storage costs, providing proof thereof.

5.3 We take out transport insurance at the expense of the Buyer, and only upon receiving a timely request from the latter.

5.4 To keep delivery prices stable, they shall not include any costs for the collection and recycling of used packaging. Therefore, transport and other packaging shall not be taken back by us, unless otherwise agreed. The Buyer is solely responsible for the disposal of packaging. Cost charges and invoice reductions are not permitted.

6. Liability for Defects

6.1 We guarantee that the ordered goods are free from defects, in accordance with the latest technology.

6.2 Buyer claims for the remedy of defects are generally limited to demands for subsequent performance, i.e. improvement or replacement. We are entitled to choose between repair and replacement. If the repair or replacement fails, the Buyer may claim a price reduction or withdraw from the Agreement. The repair is considered to have failed when and if a deadline for subsequent performance expires without result. The terms for exercising the right of withdrawal are established under §323 BGB.

6.3 The statute of limitation for defects in the case of newly manufactured goods is one year from the delivery of the goods. Used goods are sold under exclusion of any liability for defects.

6.4 We are liable under the applicable legal regulations insofar as the Buyer asserts claims for damages based on malice, intent or gross negligence, including malice, intent or gross negligence by our representatives or vicarious agents. Unless an intentional breach of contract is attributed to us, our liability is limited to foreseeable, typically occurring damage. Moreover, claims for compensation are excluded. In particular, we are not liable for damages that did not occur to the delivered item itself, unless this involves injury to life, limb and/or health. This shall not affect the mandatory liability under the Product Liability Act.

6.5 For repairs, we are obliged to bear all expenses required to remedy the defect, particularly transport, travel, labor and material costs, unless these costs increase as a result of the goods being transported to a place other than the place of performance.

6.6 The above provisions shall also apply to damages that may occur during the remedy of defects or the exchange of products within the scope of liability for defects.

6.7 The Buyer's claims under the liability for defects require that the latter has fulfilled its obligations to duly and promptly inspect and to give notice of such defects in accordance with §377 of the Commercial Code (HGB). Any defects, damages and deviations in quantity shall be reported to us immediately in writing, i.e. no later than 7 calendar days after delivery in the case of identifiable defects, and for other defects that cannot be discovered within this period after careful inspection, no later than 7 days after their discovery. If no notice is received in a timely manner, no further claims can be asserted against us.

6.8 In case of notice of defect, we reserve the right to view and inspect the goods in question under unchanged conditions.

6.9 The assertion of contractual claims due to a defect requires that any warranty claims have already been brought against the manufacturer and were unsuccessful.



7. Liability for other Legal Reasons

7.1 Any liability for damages beyond the liability established in Section 6 above shall be excluded, regardless of the legal nature of such claim. This particularly applies to claims for damages arising from fault in conclusion of the contract, from other breaches of duty, or due to tort claims for compensation for property damage in accordance with §823 BGB.

7.2 Insofar as liability for damages against us is excluded or limited, this shall also apply to the personal liability for damages of our staff, employees, workers, representatives and vicarious agents.

8. Entrepreneur's Recourse

8.1 If the Buyer resells the purchased item to a consumer in the course of his business activity, and must take back the item or reduce the price due to a defect, the Buyer may assert its claims for defects without setting a time limit.

8.2 The Buyer may also claim compensation for expenses it paid in relation to the consumer if the defect claimed by the consumer already existed when the risk was passed to the Buyer. In particular, these expenses are transport, travel, labor and material costs.

8.3 The Buyer shall have no claim to compensation under this Entrepreneur's Recourse.

8.4 The foregoing provisions shall not affect the Buyer's obligation under §377 HGB.

9. Warranty

9.1 We grant a warranty of one year for repairs or any replacement parts used, or the warranty established by the manufacturer, in accordance with the separately published conditions of our warranty.

9.2 Should a manufacturer deny its warranty service due to the installment by us of a replacement part, we shall enter the general manufacturer's warranty.

10. Retention of Ownership

10.1 The purchased item remains the property of the Seller until all claims due to us under the purchase agreement are settled. If the Buyer is a merchant within the meaning established in the German Commercial Code (HGB), we retain ownership of all delivery items until receipt of all payments arising from the business relationship.

10.2 The Purchaser is entitled to resell the delivery items in the ordinary course of its business activities. However, it hereby assigns all receivables in the amount of the final billing amount of the purchase price owed to it (including sales tax), which accrue to it for the resale to its customers or third parties, regardless of whether the delivery items are resold with or without processing. The Buyer shall be entitled to collect these receivables even after assignment, notwithstanding our right to collect these receivables ourselves. We undertake not to collect these receivables ourselves insofar as the Buyer fulfills its payment obligations under the agreement, and no application for bankruptcy has been filed. If the latter is filed, the Buyer is obliged to provide us with all information required to collect the assigned receivables, and hand over the relevant documents, and to notify the respective (third party) debtor of such assignment.

10.3 The processing or transformation of the delivery item is always done for us. If the delivery item is processed with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the delivery item in relationship to the other processed items at the time of processing. The provisions that apply to the item delivered under retention of ownership shall also apply to the item resulting from such processing. If the delivery items is inseparably mixed with other items not owned by us, we shall acquire co-ownership of the new item in proportion to the value of the delivery item in relationship to the other mixed items. If the mixture is done in such a way that the Buyer's item is considered the main item, it is hereby agreed that the Customer assigns proportional co-ownership to us. The Customer shall safeguard the resulting sole ownership or co-ownership for us.

10.4 In the event that the value of the guarantees exceeds the claims to be secured by more than 20%, the Seller undertakes to release to that extent the guarantees to which it is entitled, at the request of the Purchaser. The selection of the guarantees to be released is incumbent upon us.

11. Returned Goods

11.1 We shall be notified of all returned goods in advance, using the returned goods form provided (Fax No.: 02251 / 650-1691)

11.2 We arrange for the returned goods to be picked up, regardless of whether this involves a return under guarantee due to defects, another type of claim under our refund conditions, or any other type of return. Returns not arranged by us shall no longer be accepted.

11.3 In the case of any other claims or returns of goods, the items returned must be in our original packaging, clean and undamaged. If the goods arrive in a non-salable condition, the cost of repairs shall be deducted from the amount credited. Special orders are not returnable.

11.4 Any other returns within 14 days of the billing date shall be free of charges. The exception to this are freight charges. We reserve the right to refuse acceptance of any later returns. If later returns are accepted, a restocking fee of 15% of the value of the goods shall be deducted if the return is made within 30 days. After 30 days, this fee is 30%, and after 90 days a minimum of 40%.

11.5 Otherwise, our separately published refund conditions apply.

12. Changing Circumstances of the Buyer

12.1 Should the Buyer's financial situation significantly deteriorate, (e.g. a check or bill of exchange is not cleared, or there is an application for insolvency or composition proceedings on the Buyer's assets), or it sells goods outside the ordinary course of its business activity that we delivered under retention of ownership, or dissolves its company, we are entitled to demand payment of all claims immediately, to buy back bills of exchange at the Buyer's cost, and to only continue delivering against advance payment and the provision of security.

12.2 In the event of payment default or over-indebtedness of the Buyer, or an application to initiate insolvency or composition proceedings on its assets, we shall be entitled, at our discretion, either to assert the aforementioned claims or to withdraw from the agreements pursuant to applicable regulations.

13. Data Protection

The Client hereby acknowledges that we store data from the contractual relationship in accordance with §28 of the Federal Data Protection Act for data processing purposes, and we reserve the right to convey the data to third parties (i.e. insurance companies) to fulfill the Agreement.

14. Jurisdiction, Place of Performance, Applicable Law

14.1 The place of performance for all deliveries is the main place of business of the Company.

14.2 If the Buyer is a merchant in the sense established in the Commercial Code, a legal entity under public law, or a special fund under public law, the place of jurisdiction shall be Euskirchen. In this case, we are also entitled to file a claim against the Buyer at its registered place of business. The same applies if the Buyer does not have a general place of jurisdiction in Germany, moves its registered place of business or habitual residence out of Germany after concluding the Agreement, or its registered place of business or habitual residence is unknown when the claim is filed.

14.3 This Agreement is exclusively governed by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods shall not apply.

14.4 Should any of the provisions herein be or become invalid, or should the agreement concluded on the basis thereof contain loopholes, this shall not affect the validity of the remaining clauses. The parties to the agreement shall replace an invalid or missing provision with a provision that most closely approximates the economic purpose of the invalid provision.