



General terms and conditions

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General terms and conditions

1. Applicability

- 1.1 All relationships between the parties are subject exclusively to these general terms and conditions, with the customer's opposing or deviating terms and conditions having effect only to the extent expressly confirmed in writing.
- 1.2 Any terms by the customer do not apply.
- 1.3 Subject to prior notice, we reserve the right to amend these terms and conditions with effect for the entire future relationship with the customer. Such changes are deemed to have been accepted unless the customer objects in writing within six weeks of such notice whereby a timely dispatch of the objection is sufficient to meet the deadline. We will separately advise the customer as to this consequence in any notice of change.

2. Prices

- 2.1 Any offers and cost estimates are not binding but approximates.
- 2.2 We are entitled to instruct subcontractors. Prices are based on the wage levels and deployment costs at the time of contract. If there should be changes prior to the delivery date, we shall be entitled to adjust our prices accordingly if there is a period exceeding four months between the conclusion of a contract and delivery. If the price increase should amount to more than ten percent of the agreed price, the customer shall be entitled to withdraw from the contract.
- 2.3 All prices shall be ex works (Muenster or Kaiserslautern, Germany) and subject to the respective statutory value added tax.
- 2.4 Deliveries to the customer shall be subject to the billing of shipping and packaging costs. Special shipping options (express consignment, express freight, air freight) shall only be used at the request of the customer and shall also be invoiced separately.

3. Conditions of payment

- 3.1 Unless agreed otherwise, all invoices must be paid by clean payment within 14 days of the date of the invoice. Cash discounts may only be agreed individually in writing.
- 3.2 With any default of payment, the customer shall pay interest on the outstanding amount equaling 9 percentage points above the base interest rate. We do, however, reserve the right to claim damages caused by delayed payment and to assert the same against the customer.
- 3.3 Cheques and bills of exchange, the latter only by prior agreement, are only accepted on condition of payment of the discount and bank expenses. A guarantee for timely collection or timely objection shall not be assumed.
- 3.4 Circumstances which adversely affect the customer's credit standing or represent a substantial depreciation of his financial circumstances (for example cheques or bills of exchange not cashed and non-payment of due demands for goods already delivered) shall entitle to call in all invoices for goods already delivered and only to perform outstanding

shipments individually against payment. We shall further be entitled to revoke the right to resale for the goods delivered under a reservation of title and that to the collection of debts.

- 3.5 A customer's right of retention shall be excluded provided that it is not based on the same legal relationship. A setoff by the customer shall only be admissible if the counterclaim has been determined undisputed and in a legally binding manner.

4. Reservation of title

- 4.1 The delivered goods shall remain our property until full payment of all claims arising from the business relationship.
- 4.2 The customer is authorized to resell the conditional commodities in the course of ordinary business transactions for cash payments or by reservation of title; he is not authorized to dispose of them in any other way, in particular transfer by way of security or pledge agreements.
- 4.3 At the moment of resale, the customer assigns his claims arising from the resale of the conditional commodities – including the corresponding claims from bills of exchange – together with all ancillary rights to us. We accept this assignment of claims.
- 4.4 In the event that the conditional commodities should be sold at one total price by the customer together with other goods which do not originate from us, the assignment of claims shall only take place to the amount that we have billed for the conditional commodities that have been included in the sale. In the event that the customer's claims arising from the resale are included with an account current, the customer herewith also assigns his claims from the account current against the customer to us. The assignment of claims shall take place to the amount that we have billed for the resold conditional commodities.
- 4.5 The customer is entitled to claim payment by his customer in his own name. This entitlement ends in case of being in default of payment or in the event of depreciation of the financial status or credit standing.
- 4.6 With the customer being in default of payment or in the event of depreciation of the financial status or credit standing, we shall be, notwithstanding the exercise of further rights, entitled to demand the return of the conditional commodities for the purpose of indemnity; this shall not constitute a withdrawal from the sales contract. The customer must grant the vendor access to the conditional commodities which are still in his possession. For the purpose of return, the customer must store the conditional commodities separately from his other goods and label them as being reserved in title by us. We shall be authorised to directly sell the goods after previously having set a payment period. Crediting of the conditional commodities shall be carried out at the proceeds received less the costs of realisation. If the value of collateral exceeds the amount of our claims by 20 percent or more, we shall release the collateral exceeding our demands at the request of the customer. The customer must inform us of any third party access to the conditional commodities or the claims assigned to us, in particular due to measures in the course of execution proceedings, and support us in any way at his own expense during intervention.

5. Delivery period

- 5.1 Delivery periods mentioned in quotations are not binding.

- 5.2 The delivery period mentioned in the order confirmation shall commence on the day of full order clearance. We do not guarantee compliance with a delivery period unless the same has been expressly marked in writing as a "fixed date".
- 5.3 An agreed delivery period shall be appropriately extended in cases of force majeure and other unforeseeable events such as, for example, insurrection, war, blockade, strike or default in delivery to the vendor and interruption of operations. Furthermore, the agreed delivery period is extended in case that the customer does not or untimely provide relevant documents, semi-finished products, permissions or clearances. The same applies if the contract is amended upon the purchaser's request.
- 5.4 We are entitled to take out partial deliveries in so far as they do not extend to a reasonable extent. We bear the additional costs of such a partial delivery if the customer is not responsible for it.
- 5.5 The goods have to be collected within 8 working days of the declaration of readiness for shipment – if shipment is not agreed.
- 5.6 Any claims for damages by the customer based on default or non-performance can only be asserted if gross negligence or intent can be proven.

6. Transfer of risk

The risk shall pass to the customer as soon as the goods have left the warehouse (this also applies if prepaid freight has been agreed) or, in case of pick-up, as soon as the goods have been reported as ready for shipment or collection by us. The same shall apply if the place of shipment is not the place of performance. All shipments as well as any returns shall be made at the customer's risk.

7. Material defects/claims based on defects

- 7.1 In the event of defective delivery, we shall, by our choice, first carry out a subsequent specific performance, i.e. repair or substitute delivery.
- 7.2 If the subsequent specific performance should be unsatisfactory, the customer generally has a choice to demand a reduction in payment or rescission of the contract. The customer shall not have a right to rescind in case of marginal non-conformity with the contract, in particular with marginal defects. The failure to carry out a subsequent specific performance or substitute delivery shall be equal to the refusal of subsequent specific performance by us/the contractor due to disproportionality of the subsequent specific performance as well as unconscionability for the customer/customer.
- 7.3 The customer must check the goods within a period of three days from receipt of the goods. Defects that become apparent during proper examination must be notified within 8 days of delivery and unobvious defects or defects not apparent during proper examination must be notified within 8 days of discovery otherwise the delivered goods shall be deemed to be approved as agreed and the assertion of defect claims shall be excluded. Timely shipping constitutes an observance of this deadline. The customer shall bear the full burden of proof for all claim prerequisites, in particular the defect itself, the time of determination of the defect and the timely notification of defects. Any defect claims for used items shall be excluded. If the customer should opt for damages after failed subsequent specific performance, the goods shall remain with the customer if same can be reasonably expected. The damages shall be limited to the balance between the purchase price and the value of the defective item. This shall not apply if we intentionally,

grossly negligently or fraudulently caused the breach of contract. Other claims for damages depend on clause 8 of these terms of business below.

- 7.4 The limitation period for any claims by the customer for an existing defect shall be one year from delivery of the goods, if the defect has not been caused by intent or gross negligence or if the defect is fraudulently concealed. This shall not apply with longer, compulsory statutory limitation periods.
- 7.5 Any of the entrepreneur's rights of recourse shall also remain unaffected. Rescission and reduction shall be excluded after expiration of the limitation period. Where extra-contractual claims for the delivery of a defective item should compete with defect claims, the aforementioned limitation periods shall also apply to such extra-contractual claims.

8. Liability

- 8.1 The liability disclaimer and liability limitations set out below also apply for actions in tort, insofar as these compete with contractual claims.
- 8.2 Claims for damages and reimbursement of expenses by the customer, for whatever legal reason, in particular on account of breach of duties arising from a contractual relationship and from tort, are excluded.
- 8.3 This exclusion does not apply
- regarding any damage caused intentionally or grossly negligently by us;
 - in cases of slight negligence regarding any damage, resulting from a violation caused by injuries to life, body or health, as well as to any damage resulting from our violation of a material contractual obligation – subject to the following provisions. Material obligations are those which performance facilitates the execution of the contract and those the customer regularly relies and may rely upon.
- 8.4 In cases of a slightly negligently violation of a material obligation our liability – except for damage to life, body or health – is limited to the damage typical and at the time of the formation of the contract or the violation of the obligation foreseeable to us.
- 8.5 If the customer is a merchant or an entrepreneur, claims for damages in case of our slight negligence are barred if they are not asserted in legal proceedings within 3 months – after the claims have been rejected by us or our insurance company – with a respective information to us or our insurance company. We or our insurance company will point this out to the customer in connection with the rejection of the claims.
- 8.6 These exclusions and limitations also apply to our liability for our bodies, employees and agents as well as our bodies', employees' and agents' personal liability. Our liability is limited to an amount of EUR 100,000.- in case of damage caused by gross negligence of our agents, who are not legal representatives or managing staff.
- 8.7 These exclusions and limitations do not apply insofar as the risk is covered by a liability insurance. Additionally, they do not apply insofar as the claims are based on the German Product Liability Code (Produkthaftungsgesetz), if we are liable for personal or property damage due to mandatory provisions of the German Product Liability Code.

9. Trading in relation to russia, belarus

The customer must not, directly or indirectly, sell or re-export the delivered goods (including technical support or services related to such delivered goods, "Services") to/ for use in Russia,

Belarus, the territories Crimea, Donetsk, Luhansk and any further, if any, self-proclaimed republic on the territory of the Ukraine. In case of violation, we are entitled (i) to terminate the entire or parts of the business relationship with the customer with immediate effect, (ii) to stop any deliveries of goods (including rendering of Services) with immediate effect, and/or (iii) to any other adequate remedies (including, but not limited to, compensation of any damages, losses, and expenses).

10. Confidentiality

- 10.1 The customer must hold its business relationship with us in confidence and may disclose it to third parties only with our prior written consent. Moreover, it must hold in confidence any internal business process or secret it gleans as part of this supply relationship and bears liability for any damages resulting from its failure to comply with this duty of confidentiality.
- 10.2 These obligations do not apply to information that:
- is already evident – i.e., freely accessible to any third party – at the time it becomes known;
 - the customer properly received from a third party not bound to us by a duty of confidentiality after it becomes known;
 - must be disclosed at the direction of any authority or public agency; or
 - must be shared with a contractual partner's legal or tax advisers or other individuals bound by a professional duty of confidentiality for consulting purposes.
- 10.3 Should any designs, models or other intellectual property rights or copyrighted works be used in the production of the goods, the transfer of ownership in the goods does not include a license to these respective rights. The customer is not entitled to register any industrial or intellectual property rights regarding the product or its parts.

11. Miscellaneous

- 11.1 The agreements under the business relationship are exclusively subject to German law and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 11.2 If the customer is a merchant, legal entity of public law or of a special fund under public law, the place of performance for delivery, payment and defect claims shall be Muenster, Germany.
- 11.3 If the customer is a merchant, a legal person under public law or a public separate estate, the exclusive jurisdiction for all legal disputes arising from this contract, also including bills of exchange and cheque procedures, shall be Muenster, Germany. The same shall apply if the customer does not have a competent court in Germany or if place of residence or customary place of abode at the time of commencement of action are not known. We shall, however, also be entitled to bring proceedings at a court with jurisdiction over the customer.
- 11.4 Any amendments or supplements to this agreement must be made in writing to be effective. The same shall apply to a repeal of this clause.
- 11.5 If individual provisions of these terms and conditions of sale and payment should be ineffective or incomplete, this shall not affect the validity of the remaining provisions, or

the contract entered into with the customer. The ineffective or incomplete provisions shall rather be replaced or supplemented by the provision of the German Civil Code.