

General terms and conditions of delivery

§ 1 Validity

- (1) All deliveries, services and offers of the Seller shall be made exclusively on the basis of these General Terms and Conditions of Delivery. These are an integral part of all contracts concluded by the seller with his contractual partners (herein after also referred to as „client“) for the deliveries or services offered by him. They shall also apply to all future deliveries, services or offers to the Principal, even if they are not separately agreed again.
- (2) Terms and conditions of the Client or third parties shall not apply, even if the Seller does not separately object to their validity in individual cases. Even if the seller refers to a letter that contains or refers to the terms and conditions of the client or a third party, this does not constitute an agreement to the validity of those terms and conditions.

§ 2 Offer and conclusion of contract

- (1) All offers of the Seller are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. The Seller may accept orders or commissions within fourteen days of receipt.
- (2) The legal relationship between the Seller and the Client shall be governed solely by the purchase contract concluded either in writing or by telecommunication and in particular by e-mail, including these General Terms and Conditions of Delivery. This contract fully reflects all agreements between the contracting parties on the subject matter of the contract. Verbal promises made by the seller prior to the conclusion of this contract are not legally binding and verbal agreements between the contracting parties are replaced by the contract unless it is expressly stated in each case that they continue to be binding.
- (3) Supplements and amendments to the agreements made, including these General Terms and Conditions of Delivery, must also be made either in writing or by telecommunication, in particular by e-mail, in order to be effective. With the exception of managing directors or authorised signatories, the Seller's employees are not entitled to make verbal agreements deviating from this.
- (4) Information provided by the seller on the object of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as our representations of the same (e.g. drawings and illustrations) are only approximate, unless usability for the contractually intended purpose does not require exact conformity. They are not guaranteed characteristics, but descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements as well as the replacement of components with equivalent parts are permissible insofar as they do not impair the usability for the contractually intended purpose.

- (5) The Seller retains ownership or copyright of all offers and cost estimates submitted by it as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the Client. The client may not make these items available to third parties, either as such or in terms of content, disclose them, use them himself or through third parties or reproduce them without the express consent of the seller. At the request of the seller, he shall return these items to the seller in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

§ 3 Prices and payment

- (1) The prices apply to the scope of services and deliveries listed in the order confirmations. Additional or special services will be charged separately. The prices are quoted in EURO ex works plus the statutory value added tax, in the case of export deliveries customs duty as well as fees and other public charges.
- (2) Insofar as the agreed prices are based on the Seller's list prices and the delivery is to take place more than four months after conclusion of the contract, the Seller's list prices valid at the time of delivery shall apply (in each case less an agreed percentage or fixed discount).
- (3) Invoice amounts are to be paid within thirty days without any deduction, unless otherwise agreed in writing. The date of receipt by the seller shall be decisive for the date of payment. Cheques shall only be deemed to be payment after they have been cashed. If the client fails to make payment when due, interest of 5% p.a. shall be charged on the outstanding amounts from the due date; the right to claim higher interest and further damages in the event of default shall remain unaffected.
- (4) Offsetting against counterclaims of the Client or the retention of payments due to such claims is only permissible insofar as the counterclaims are undisputed or have been legally established.
- (5) The Seller shall be entitled to perform or render any outstanding deliveries or services only against advance payment or the provision of security, if, after the conclusion of the contract, he becomes aware of circumstances that are the creditworthiness of the customer and as a result of which the payment of the the payment of the outstanding claims of the seller by the client from the respective from the respective contractual relationship (including from other individual orders for which the same individual orders to which the same framework agreement applies) is jeopardised.

§ 4 Delivery and delivery time

- (1) Deadlines and dates for deliveries and services promised by the Seller are always only approximate, unless a fixed deadline or date has been expressly promised or agreed.
- (2) The Seller may - without prejudice to its rights arising from default on the part of the Client - demand from the Client an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the period during which the Client fails to meet its contractual obligations towards the Seller.

- (3) The Seller shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the failure of suppliers to deliver or to deliver correctly or on time) for which the Seller is not responsible. Insofar as such events make it significantly more difficult or impossible for the Seller to deliver or perform and the hindrance is not only of temporary duration, the Seller shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or postponed by the period of the hindrance plus a reasonable start-up period.
- (4) If the Seller is in default with a delivery or service or if a delivery or service becomes impossible for the Seller, for whatever reason, the Seller's liability for damages shall be limited in accordance with § 7 of these General Terms and Conditions of Delivery.

§ 5 Place of performance, dispatch, packaging, transfer of risk, acceptance

- (1) The place of performance for all obligations arising from the contractual relationship is Günzburg, unless otherwise stipulated in the contract. If the seller also owes the installation, he may determine the place where the installation is to take place as the place of performance.
- (2) The method of dispatch and the packaging are subject to the dutiful discretion of the seller.
- (3) The risk shall pass to the customer at the latest when the delivery item is handed over (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply if partial deliveries are made or the Seller has assumed other services (e.g. installation). If dispatch or handover is delayed due to a circumstance caused by the client, the risk shall pass to the client on the day on which the delivery item is ready for dispatch and the seller has notified the client of this. has notified the client of this.
- (4) Storage costs after transfer of risk shall be borne by the client. In the event of storage by the seller, the storage costs shall amount to 0.25% of the invoice amount of the delivery items to be stored per expired week. The assertion and proof of further or lower storage costs shall remain reserved.
- (5) The consignment will only be insured by the seller against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the client and at the client's expense.

§ 6 Warranty, material defects

- (1) The warranty period is one year from delivery or, if acceptance is required, from acceptance.
- (2) The delivered items are to be carefully inspected immediately after delivery to the principal or to the third party designated by him.

They shall be deemed to have been approved if the Seller has not received a written notice of defects with regard to obvious defects or other defects which were recognisable during an immediate, careful inspection within three working days after delivery of the delivery item or otherwise within three working days after the discovery of the defect or any earlier point in time at which the defect was recognisable to the customer during normal use of the delivery item without without closer examination. At the request of the Seller, the delivery item complained about shall be returned to the Seller carriage freight prepaid. In the event of a justified notice of defect, the Seller shall reimburse the costs of the most favourable shipping route; this shall not apply insofar as the costs are increased because the delivery item is located at a place other than the place of intended use.

- (3) In the event of material defects in the delivered items, the Seller shall first be obliged and entitled to rectify the defect or to make a replacement delivery at its discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the client may withdraw from the contract or reduce the purchase price appropriately.
- (4) If a defect is due to the fault of the Seller, the Client may claim damages under the conditions set out in § 8.
- (5) The warranty shall not apply if the Client modifies the delivery item or has it modified by a third party without the consent of the Seller and the rectification of the defect becomes impossible or unreasonably difficult as a result. In any case, the client shall bear the additional costs of remedying the defect resulting costs of remedying the defect.
- (6) Any delivery of used items agreed with the Client in individual cases shall be made to the exclusion of any warranty for material defects.

§ 7 Liability for damages due to fault

- (1) The Seller's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, shall be limited in accordance with the provisions of this § 7, insofar as fault is relevant in each case.
- (2) The Seller shall not be liable in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations. Material contractual obligations are the obligation to deliver and install the delivery item free of material defects in a timely manner as well as advisory, protective and custodial obligations which are intended to enable the Client to use the delivery item in accordance with the contract or which are intended to protect the life and limb of the Client's personnel or to protect the Client's property from significant damage.
- (3) Insofar as the Seller is liable on the merits for damages in accordance with §7(2), this liability shall be limited to damages which the Seller foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen by exercising due care.

Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation insofar as such damage is typically to be expected when the delivery item is used as intended.

- (4) The above exclusions and limitations of liability shall apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of the Seller.
- (5) Insofar as the Seller provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by the Seller, this shall be done free of charge and to the exclusion of any liability.
- (6) The limitations of this § 7 do not apply to the Seller's liability for intentional conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

§ 8 Retention of title

- (1) The following agreed retention of title serves to secure all current and future claims of the seller against the buyer arising from the delivery relationship existing between the contracting parties, including the balance claims from a current account relationship limited to this delivery relationship.
- (2) The goods delivered by the seller to the buyer remain the property of the seller until full payment of all secured claims. The goods as well as the goods covered by the retention of title taking their place according to this clause are hereinafter referred to as goods subject to retention of title.
- (3) The buyer shall store the reserved goods free of charge for the seller.
- (4) The buyer is entitled to process and sell the goods subject to retention of title in the ordinary course of business until the realisation event occurs. Pledges and transfers of ownership by way of security are not permitted.
- (5) If the reserved goods are processed by the buyer, it is agreed that the processing shall be carried out in the name and for the account of the seller as manufacturer and that the seller shall acquire direct ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. In the event that no such acquisition of ownership should occur on the part of the seller, the buyer shall already now transfer his future ownership or - in the above-mentioned. In the event that no such acquisition of ownership should occur on the part of the seller, the buyer shall transfer his future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to the seller as security. If the reserved goods are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, the seller shall, insofar as the main item belongs to him, transfer to the buyer pro rata co-ownership of the uniform item in the ratio specified in sentence 1. the uniform item in the ratio specified in sentence 1.
- (6) In the event of resale of the reserved goods, the Buyer hereby assigns to the Seller by way of security the claim against the purchaser arising therefrom - in the event of co-ownership of the Seller in the reserved goods, in proportion to the co-ownership share.

- The same shall apply to other claims which take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. The seller revocably authorises the buyer to collect the claims assigned to the seller in his own name. The seller may only revoke this collection authorisation in the event of realisation.
- (7) If third parties access the goods subject to retention of title, in particular by way of seizure, the Buyer shall immediately draw their attention to the Seller's ownership and inform the Seller thereof in order to enable the Seller to enforce its ownership rights. If the third party is not in a position to reimburse the seller for the court or out-of-court costs incurred in this connection, the buyer shall be liable for these to the seller.
 - (8) The seller shall release the goods subject to retention of title as well as the items or claims replacing them upon request at his discretion insofar as their value exceeds the amount of the secured claims by more than 50%.
 - (9) If the seller withdraws from the contract in the event of a breach of contract by the buyer - in particular default of payment - (realisation event), he shall be entitled to demand the return of the reserved goods.

§ 9 Final provisions

- (1) The place of jurisdiction for any disputes arising from the business relationship between the seller and the client is exclusively Günzburg. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
- (2) The relations between the Seller and the Principal shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.
- (3) Insofar as the contract or these General Terms and Conditions of Delivery contain loopholes, those legally effective provisions shall be deemed agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery if they had known about the loophole.

Note:

The Client acknowledges that the Seller stores data from the contractual relationship in accordance with § 28 of the Federal Data Protection Act for the purpose of data processing and reserves the right to transmit the data to third parties (e.g. insurance companies) insofar as this is necessary for the performance of the contract.