

## Conditions of Sale, Delivery and Payment

### 1. Quotations

All quotations are to be understood as, at any time, subject to alterations with regard to drawings, prices, measurements, and weights. All prices are based on the prices of materials and the manufacturing costs applicable at that time. If considerable changes occur we reserve the right to adapt our prices.

### 2. Confirmation of Order

In case of contract and particularly for all deliveries our written order confirmation is prevailing. In placing an order the buyer declares himself ready to accept our conditions of sale and delivery. Opposing sales and delivery conditions will have no legal effect even if the buyer uses a form with his own conditions to which the supplier does not contradict explicitly. Orders remitted by telefax or telephone as well as requests for changes in already concluded contracts are only accepted at buyer's risk. Verbal declarations, assurances of, or agreements with sales representatives or employees are only valid if they are confirmed in writing by the supplier. Only the written confirmation of the supplier is binding and decisive for the order.

### 3. Delivery

The delivery will be effected ex works. Despatch will always be conducted at buyer's risk also in case a delivery free customer's site has been agreed upon. Without specific instructions to the contrary the consignment will be forwarded according to the best estimate, however, without obligation to the cheapest means of despatch. We accept no responsibility for transport problems of any kind. Insurance against damage of any kind, delays etc are only undertaken according to the explicit wish of the buyer and against additional invoicing of the insurance fees. Transport damages must immediately be officially assessed to ensure claims for reimbursement against the forwarder. Deviations from the ordered quantities are permissible up to +/-10% in case of customised products since this cannot be avoided for technical reasons.

### 4. Packing

Unless otherwise expressly agreed the desired packing or that considered necessary by us will be invoiced at cost-price. In so far as wooden cases and crates are delivered on loan they have to be returned carriage paid. The invoiced modest charges count as wear and tear fee.

In case the consignment is forwarded in one-way packing, cardboard boxes etc its cost-price will be invoiced. This packing material remains the property of the buyer. Returns of this packing material will not be accepted.

### 5. Delivery Time

The delivery time starts after clarification of the order. An appropriate extension of the delivery time occurs if the buyer does not keep to his commitments or if, as a result of unforeseen, undeserved or exceptional occurrences in the supplier's works or at his sub-suppliers the delivery is delayed, e.g. by Force Majeure, mobilization, interruption in the normal flow of traffic, lock-outs at the supplier's factory or at sub-suppliers, the occurrence of waste, delayed or faulty delivery of raw material, or delays in any requisite official permits. In case of delayed part deliveries the buyer has no right to claim for the balancing part. Claims for compensation of any kind are excluded in case of delayed delivery. Information concerning delivery dates are given without obligation. They do not entitle the buyer to put us in default.

### 6. Withdrawal from the Contract

Disturbances in production, strikes, shortages of raw material, or other unforeseeable occurrences which make the delivery essentially difficult or impossible, furthermore unsatisfactory information about the buyer's assets, or arrears in payment on previous deliveries entitle us to withdraw from the contract. Claims for compensation cannot be related from such circumstances.

### 7. Complaints

Complaints concerning the quality of goods, quantity, size, or weight can only be accepted if they are made in writing within eight days from the receipt of the goods. If goods have been proved being delivered in defective state as a result of our fault we will decide to either repair, replace, or credit. After unsuccessful lapse of an appropriate mending period fixed by the purchaser he is entitled to remove the default on the delivered goods himself and to claim for the compensation of the necessary costs provided we do not reject the accomplishment justifiably. Claims for compensation for material damage, disturbances in production, wages indemnification, penalties etc cannot be made. Our legal liability for products made by third parties is restricted to the assignment of the liability rights to which we are entitled against the third party.

Return of goods may only be made with our agreement at buyer's cost. A liability for claims resulting from the infringement of duties which entail a harm to life, body, or health or gross fault remain still valid.

### 8. Liability

The customer has the right to subsequent performance, self-performance and replacement of the necessary expenses, rescission of the contract or reduction in case of defects as well as compensation for damages and reimbursement of futile expenses acc. § 634 BGB.

### 9. Warranty/Limitation of claims

For our products, we warrant that we will replace, repair or credit, at our option, parts that prove defective within one year from the date of delivery. The replacement does not cover parts that become unusable due to natural wear and improper handling.

### 10. Payment

All invoice amounts are payable free of postage and charges in accordance with the payment terms stated on the invoice.

Bank discount and entry charges are calculated from the time of the maturing of the invoice and are to be paid immediately.

If payment is not made within the agreed period we are entitled to claim interest for arrears. If an invoice is not met on time despite two reminders all further outstanding invoices become immediately due for payment even if the agreed due date has not yet reached. In the event of judicial proceedings either in or out of court to ensure the settlement of due invoices or following the introduction of bankruptcy proceedings on the buyer's property, all previously agreed bonuses and discounts on unpaid invoices cease to be valid. The delay of payment on the buyer's part following any sort of counter-claims is not permissible.

In case a contracting partner stops payments or bankruptcy proceedings are opened on his property or judicial or non-judicial compositions will be applied for which will not be averted within one month the other partner has the right to withdraw from the contract with regard to the not fulfilled part of the contract.

### 11. Retention of Ownership

All goods supplied by us remain our property unreservedly until the payment of all claims according to the contract. The buyer may himself sell the delivered goods in the usual process of business as long as he is not in default, however, in case of deferred payment only with reservation to the supplier's title of retention of ownership. Further sale is not permitted in case of bankruptcy proceedings or compositions. If goods under reserved title are further sold the buyer immediately assigns his title to us of the amount he charges his buyer as well as his title of disposition of the goods. In such cases the buyer commits himself upon our request to inform his buyer of the operation of our title of possession. Payments which our buyer receives from his customer count as trustee payments for us. In this connection the expanded and extended title of retention is valid. In case of payment arrears the buyer is obliged to return the goods to us calculated at current market prices regardless our further claims. Assertion of our rights under the retention of ownership clause and any distraint upon the delivered object on our part shall not be construed as withdrawal from the contract. As long as the retention of ownership clause is valid the purchaser has no right to pledge the delivered object or assign it for security. He has to notify us without delay in case of any execution by third parties. The supplier is entitled to require information about all cessations of demand and their debtors, all necessary details for debt payment, the release of appropriate documents, and to inform buyer's debtors accordingly. In case the delivered goods will be sold by the buyer together with other goods which do not belong to us the claim of our buyer against his customer is to be regarded as cession of demand in the amount of the price agreed between supplier and buyer. The supplier commits himself to release the secured amounts he is entitled to in such a way as their value exceeds the claims to be secured by more than 20% in case they are not yet settled.

The buyer is to insure the delivered goods at his expense adequately in our favour in such a way that on demand we are entitled to receive the enquired amount directly from the insurance company. He is to release his claims against the insurance company to us on demand. If the buyer finances his transaction through a credit institute he is obliged to inform the institute of our title of retention. Tools remain our property even if the buyer has made partial payments for them.

### 12. Jurisdiction and Place of Performance

The place of performance for delivery and payment is at our parent branch Wermelskirchen. In case of any disputes with commercially authorized persons resulting from the contract the action is to be brought before that court having jurisdiction for our parent branch.

We also have the right to bring a suit to the buyer's registered local court.

Only German right is applicable excluding the laws for the international sale of movable goods even if the customer has his company abroad.

### 13. Final Provision

If any provisions of the contract should be or become invalid the validity of the contract shall in no way be affected or impaired thereby.