

Terms and Conditions of Sale and Delivery

03/2017



1. General: These terms and conditions shall apply exclusively to all, including future, offers, deliveries and services. The ordering party shall agree to these terms and conditions by placing an order, even if no express reference to these terms and conditions has been made, but the ordering party has received these terms and conditions in the case of an order acknowledgement by us. Deviating terms and conditions of the ordering party are hereby objected to. Deviations from these terms and conditions shall enter into effect only as a result of our written confirmation. If the ordering party is not in agreement with the above procedure, it must immediately expressly object thereto in a separate letter. In such case, we shall have the right to cancel the order without the ordering party being entitled to assert any claims of any kind against us. If the order is nevertheless placed contrary to our Terms and Conditions of Delivery and Payment, our Terms and Conditions of Delivery and Payment shall, even if we have not objected thereto, then also apply exclusively. In addition to these terms and conditions, the following terms and conditions shall apply with precedence to other services that become part of the contract:

- Special Terms and Conditions for Installations
- Special Terms and Conditions for the Development and Provision of Customised Products Made to the Customer's Specifications.

2. Offers: Our offers shall always be subject to change without notice and be non-binding upon us.

Contracts shall be brought about only as a result of our written acknowledgement of the order concerned. Agreements with our representatives shall enter into effect only if confirmed by us in writing. Subsequent deviations must likewise be in writing. Offer documents such as, e.g., prospectuses, drawings and specifications of materials shall remain our property. They shall fall under the protection of copyright law. It shall not be permissible to dispose of these.

3. Order: Orders shall, in respect of their scope and content, become binding solely in accordance with our written acknowledgement. This shall also apply to any verbal agreements, changes and other agreements with us or our representatives. We reserve the right to correct any mistakes made in offers, order acknowledgements or invoices. Information provided concerning dimensions, weights and/or performance, as well as illustrations shall be binding only on an approximate basis. Information expressly referred to as binding may be changed by us insofar as this is reasonable for the ordering party, in particular if technical modifications give reason to do so. Moreover, we shall be entitled to deliver makes different to those ordered, if the technical specifications are identical to, or only insignificantly deviate from, the order placed, provided that the price is the same or, in the case of goods with higher technical specifications, only slightly higher.

4. Prices: The prices quoted are understood to be for delivery ex works, excluding packaging and freight charges, plus value-added tax at the statutory rate. If, in the case of orders with a scheduled delivery period of four months or more or in the case of agreements on multiple deliveries (regardless of the delivery periods), considerable increases in the pricing factors (customs duties, wages, raw material costs, exchange rate changes, etc.) occur after the order concerned has been acknowledged, but before the delivery has taken place, we shall be entitled to make a corresponding price adjustment, and the ordering party shall, on the other hand, be entitled, with the exclusion of further rights, to cancel the order; increases of 5 % or more relating to the net price shall be deemed to be significant. Fixed prices must be expressly agreed upon as such in writing. Even then, they shall not apply to follow-up orders or in the event of (any) subsequent change to delivery quantities or delivery periods by the ordering party. If the price is agreed upon in a foreign currency, the ordering party shall, by means of a surcharge on the originally agreed price, compensate for any disadvantages incurred upon us as a result of any change in the exchange rate.

5. Payment Terms: Unless otherwise agreed upon in writing, our invoices shall be payable in cash, without any deduction, within 30 days of the invoice date, regardless of the date of receipt of the goods. The ordering party shall not be entitled to set off counter-claims not recognised by us, unless we do not dispute the ordering party's claim, or unless a final and non-appealable ruling in favour of the ordering party has been made concerning such claim. The ordering party shall not be entitled to a right of retention, unless such right is based on the same contractual relationship. Existing warranty claims shall not adversely affect the due date of our claims. Payments made shall be set off against the respective oldest claim, even if payment was made for certain specified goods (Sections 367 and 366 BGB [German Civil Code]). Bills of exchange, cheques and other remittance documents shall be accepted only on the basis of express agreement and only on account of payment, i.e. without any warranty for protestation, and subject to discountability. Collection charges, bank interest and other charges shall be borne by the ordering party. If we become aware of circumstances indicating that the ordering party's credit-worthiness is low, we shall, even after the contract has been concluded, and beyond Section 321 BGB, have the right to demand that sufficient security be provided, or the claim be paid, immediately. In particular, this shall apply if, in case of existing trade credit insurance, the total insured sum of the claims is reduced. If the ordering party defaults on any of its obligations, we shall be entitled to declare our entire claims due immediately and demand that the goods delivered by us be surrendered as security. Notwithstanding the assertion of further rights, we shall, in the event of default, be entitled to charge default interest at the rate of 8 % (4 % in relation to consumers). If the ordering party is in arrears with payments owed to us, we shall declare all existing claims due immediately. Credits for goods returned, or credits issued by agreement, may only be settled by means of purchases of goods. We shall be entitled to assign the claims arising from our business relations. With the second payment reminder, we shall be entitled to charge an amount of 10 Euro for every reminder.

6. Deliveries: Scheduled delivery periods and dates shall always apply only on an approximate basis; we shall endeavour to meet these. The agreed scheduled delivery period shall begin to run on the day when a written agreement between the ordering party and us exists concerning the order. It shall be deemed met when notification of readiness for dispatch is given. Notwithstanding our rights arising from default on the part of the ordering party, the agreed scheduled delivery period shall be extended by any period during which the ordering party defaults on its obligations arising from this contract or any other contract in relation to us. Sub-deliveries on a reasonable scale shall be permitted. Sub-invoices shall be permissible. If we are prevented from delivering due to force majeure, a labour dispute, insurrection, a shortage of energy, labour restrictions, unavailability of means of travel or transportation, disruptions to business operations at our company or our suppliers, or due to similar circumstances that we could not have avoided by exercising reasonable diligence, we shall, for the duration of these circumstances, be released from our obligation to perform the contract. If delivery becomes impossible as a result thereof, our duty to perform shall cease to apply. In particular, we shall be released from all obligations insofar as our suppliers are, under their terms and conditions of delivery and payment, permissibly released from their duty to deliver. We shall not be held responsible for hindrances, even if they occur whilst we are already in default. However, we shall be entitled to still carry out the delivery after the hindrance has ended, and a reasonable start-up period has expired. The ordering party may demand that we declare whether we shall deliver within a reasonable period. Silence on our part shall be deemed to be refusal to carry out the delivery. Notwithstanding the right of rescission under Section 437 (2) BGB, the ordering party shall be entitled to rescind the contract on account of any failure to meet the scheduled delivery period, or any failure to render the service in conformity with the contract, only if we are at fault for such failure to meet the scheduled delivery period or such failure to render the service in conformity with the contract, and the ordering party has set us a reasonable grace period beforehand in writing, unless such setting of a grace period is unnecessary according to the statutory provisions. The grace period must be at least 4 weeks. The risk shall pass to the consignee when the goods are dispatched, even if free delivery has been agreed upon, and even if, according to these provisions, shipment is not carried out from the place of performance. Loss and damage incurred during transportation shall be borne by the consignee. Transport insurance shall be taken out only at the express request and expense of the ordering party and only if agreed upon. If the goods are ready for dispatch, and formal acceptance or dispatch is delayed for reasons not attributable to us, the risk shall pass to the ordering party upon receipt of notification of readiness for dispatch. Notification by telex shall suffice in this respect. Deliveries made available shall be formally accepted promptly, no later than within 8 days of the date of notification of readiness for dispatch. If, after this period has expired, the ordering party also fails to declare its formal acceptance within a further set period of 8 days, or if the ordering party seriously refuses to declare its acceptance, we shall be entitled to demand damages for non-performance or wholly or partly rescind the contract. Additionally, we shall be entitled to charge storage costs. If, for reasons attributable to us, we exceed the agreed non-binding scheduled delivery period by more than 14 days, we shall, provided that we have ourselves been supplied correctly and in due time, enter into default upon receipt of a written request for delivery. If we fail to deliver within a specific reasonable period even after having received a further reminder letter, the ordering party shall be entitled to rescind the contract, or demand damages in accordance with Section 9, insofar as the ordering party has declared in such reminder letter that it intends to refuse to accept the delivery after this set period has expired, and, after this period has expired, the ordering party declares in writing its refusal to accept the delivery. If part of the delivery has already been made by this point in time, the ordering party's claims shall then merely extend to the part of the goods that has not been delivered, unless such mere partial implementation of the contract would be objectively unreasonable for the ordering party.

7. Complaints: Insofar as defect-related complaints are not provided for under a separate agreement, but are excluded as a result of the requirement that the ordering party must examine and formally accept the goods before the goods are dispatched, the following shall apply: Defect-related complaints may be lodged only insofar as the reason for the complaint concerned already existed at the time of the passage of risk. This shall also apply in the case of any separate guarantees provided in writing. A slight variation in

colour tone shall not constitute a defect. Complaints of visible defects must be lodged in writing without undue delay, but no later than within a week of receipt of the goods, whereas complaints of defects not immediately visible must be lodged in writing without undue delay after they have become visible, but no later than within one year (in the case of consumers within 2 years) of receipt of the goods. No warranty claims of any kind shall exist, if a defect-related complaint has not been lodged in due time. Likewise, there shall be no right to lodge a defect-related complaint, if the state of the goods has changed since the passage of risk. This also includes any installation, any carrying-out of any type of alteration to the goods, any use contrary to the technical labelling and any returning of the goods without proper packaging, insofar as this may have caused the defect for which a warranty claim is being asserted. In the case of complaints recognised by us, we shall, at our option, replace the goods, repair the goods or refund the equivalent value of the goods free of charge after the goods complained of have been returned to us carriage-paid. If rectification fails, or if we do not declare our choice of warranty options in due time, the ordering party's statutory warranty rights shall be revived. Damage claims against us under Section 9 shall exist only insofar as no guarantee of specific qualities has been provided, and no defect has been fraudulently concealed. Defect-related complaints based on slight variations in colour tone shall be excluded in the case of a replacement delivery. Any warranty claim shall lapse in the event that the ordering party refuses to accept possible and proper rectification work. Enforcement of the warranty shall not give rise to any independent warranty claims or time limits. No warranty that the goods will be usable for the purpose envisaged by the ordering party shall be provided, unless the expressly confirmed purpose of the contract was to bring about such usability as desired by the ordering party. In particular, we shall provide no warranty that disposition of the goods, or their use, will not be hindered in any way by state regulations (e.g. embargo provisions or export permit requirements). Information, advice or recommendations given regarding usability, compatibility and other performance features shall be binding upon us only if these have been expressly confirmed to the ordering party or the prospective ordering party in writing.

8. Retention of Title: Our services shall be carried out exclusively under retention of title. Title to the goods shall not pass to the ordering party until all claims arising from the business relationship have been settled, even if a payment made was intended for certain specified goods. In the case of a running account, the title retained shall be deemed to be security for the balance claim. Any reworking or processing by the ordering party in respect of the goods under retention of title shall be carried out on our behalf without any obligations resulting to us as a consequence thereof. If the goods under retention of title are processed, combined, mixed or blended with other goods not belonging to the ordering party, we shall be entitled to the resulting co-ownership share in the new item in the ratio of the value of the goods under retention of title in relation to the other processed goods at the time of processing, combining, mixing or blending. The parties to the contract hereby agree that, if the ordering party acquires sole title to the new item, the ordering party shall grant us joint title to the new item in the ratio of the value of the processed, combined, mixed or blended goods under retention of title, and shall hold this item in safekeeping for us free of charge. The ordering party shall be entitled to resell the goods under retention of title in the ordinary course of business only if it hereby assigns to us all claims accruing to it against purchasers or third parties from such reselling. The ordering party shall promptly notify us of any attachment of the goods, or of any actual impingement by third parties, and send us all essential documents for our legal defence. In case goods under retention of title are sold without having been processed or after having been processed or combined with items owned exclusively by the ordering party, the ordering party hereby fully assigns to us the claims ensuing from such reselling. In case goods under retention of title are - after having been processed/combined - sold by the ordering party together with goods not belonging to the ordering party, the ordering party hereby assigns the claims ensuing from such reselling in the sum of the value of the goods under retention of title along with all ancillary rights, and with a higher ranking than the remainder. We hereby accept this assignment. The ordering party shall be authorised to collect these claims even after they have been assigned. Our authorisation to collect such claims ourselves shall remain unaffected by this. However, we hereby undertake not to collect such claims as long as the ordering party properly meets its payment obligations and other obligations. The ordering party shall keep separately for us the amounts collected, and shall immediately pass on these amounts to us. We may demand that the ordering party make known to us the claims assigned and the debtors concerned, provide all information necessary for collecting the claims, hand over all documents relating thereto and notify the debtors of the assignment. If the security provided exceeds by more than 20 % our claim under the above provisions, we shall, at the ordering party's request, be obliged to transfer back the surplus security at our option. In cases where the ordering party's credit-worthiness or credit standing is reduced, we shall, furthermore, be entitled to demand that the goods under retention of title be promptly separated out, and take, without restriction, measures to preserve and realise our security rights. In particular, such measures shall include our taking of possession of the goods that are under retention of title, and the ordering party allowing us or our authorised representatives to enter its business premises for this purpose. Without rescinding the contract, it shall be impermissible to demand that goods under retention of title be returned, take possession of goods under retention of title or assert assigned claims or other rights. We waive our expanded and extended retention of title for cash transactions in the sense of the § 142 Insolvenzordnung.

9. Liability: Except where otherwise expressly declared in these terms and conditions, damage claims against us on any legal basis whatsoever shall exist only in cases of wrongful intent or gross negligence or in cases of mortal injury, physical harm or health damage on the part of the ordering party and/or on account of a breach of duties material to the contract. Except in cases of wrongful intent, our liability shall always be limited to the foreseeable loss. We shall not be able to provide the ordering party with any warranty whatsoever that our suppliers or sub-suppliers will supply us as contractually agreed and in due time.

10. Export Control: In cases of doubt, all goods shall require an export permit, even if we have not pointed this out. The ordering party recognises German as well as foreign export control provisions and restrictions and hereby undertakes not to sell, export, re-export, deliver or otherwise pass on, directly or indirectly, products or technical information to persons, companies or countries, if and insofar as this contravenes German or foreign laws or ordinances; it shall obtain all necessary export licences and other documents prior to exporting products or technical information that it has received from us. Furthermore, the ordering party hereby undertakes to impose the same obligation upon all recipients of such products or technical information procured from us, and inform them of the requirement to comply with these laws and ordinances. The ordering party shall, at its own expense, obtain all licences, export documents and import documents necessary for purchasing and, if applicable, reselling the products ordered from us.

11. Contracts with Consumers: In the case of contracts with consumers, the above provisions shall, in principle, apply with the following deviations: a) If a continuing obligation exists, the price quoted in the acknowledgement of the order shall be charged in the case of delivery within 4 months of the conclusion of the contract, unless any increase in costs is due to a change in taxes or customs duties on the item to be delivered or due to any change in the exchange rates. If delivery is made after the aforementioned period has expired, the price valid on the day of delivery shall be charged. b) Any right to refuse to perform, or any right of retention, may be asserted only insofar as it is based on the same contractual relationship. c) If applicable rectification or replacement fails, the ordering party shall be entitled to demand a reduction in the fee or, at its option, cancellation of the contract. d) A defect-related complaint based on a non-obvious defect must be asserted in writing within the statutory time limits.

12. Place of Performance, Place of Jurisdiction: The place where our supply plant is located shall be the place of performance. The laws of the Federal Republic of Germany shall exclusively apply, in particular the Bürgerliche Gesetzbuch [German Civil Code] and the Handelsgesetzbuch [German Commercial Code], with the exclusion of the rules of the international law on contracts for the sale of goods. The place where our head office is located shall be the place of jurisdiction for merchants, legal entities under public law or public funds.

13. Final Provisions: Rights in relation to us shall be transferred by the ordering party to third parties only according to prior written agreement. If any individual provisions of these Terms and Conditions of Sale and Delivery are or become ineffective in law, this is not to affect the effectiveness of the other provisions. In such case, any wholly or partly ineffective provision shall be replaced with a corresponding agreement of a permissible kind that closely reflects the economic content of the ineffective provision or the ineffective part.

14. Contract Work: The above Terms and Conditions of Sale and Delivery shall apply analogously to contract work. Additionally, the following shall apply to contract work: We guarantee faultless processing in accordance with the DIN Standard for Iron and Steel. In the event of dimensional deviations beyond the DIN tolerances, or in the event of rejects for which we are provably at fault, we shall carry out processing anew free of charge. We do not warrant to compensate for direct or indirect loss. Our liability for defects shall not cover loss arising as a result of undetected faults in the material delivered by us.

15. Electronic Data Processing: Your data shall be stored using IT (Section 26 BDSG [German Federal Data Protection Act])