

### 1. General

- 1.1 Only the following conditions shall apply; we shall not accept differing or diverging conditions of the purchaser unless they are expressly confirmed by us in writing. If we do not comment on the conditions of the purchaser this shall in no circumstances be deemed to be acceptance or consent thereto. These conditions only apply with respect to merchants.
- 1.2 The contract is only concluded by our written acceptance of order. All agreements concluded between us and the purchaser for the purpose of carrying out the contract are recorded in writing in this contract. For immediate deliveries or deliveries of low value the contract is concluded by delivery of the goods.

### 2. Offers

- 2.1 The prices, payment conditions and delivery dates quoted in our offers are not binding.
- 2.2 Drawings, illustrations, measurements, weights or other performance data are only binding if this is explicitly agreed in writing. Even in the case of binding contracts, we reserve the right to make minor alterations or technical improvements which the purchaser can be reasonably expected to accept and the resulting price changes.
- 2.3 We reserve title and copyright in all offers, drawings, calculation documents and other documents. These may not be disclosed to third parties without our prior written consent.

### 3. Deliveries

- 3.1 Delivery dates or periods, which can be agreed to be binding or non-binding, must be in writing. Commencement of the delivery period named by us is subject to all technical issues having been clarified.
- 3.2 Cases of force majeure, lack of raw materials, failure of our suppliers or any other significant influences causing operational disruptions – whether in our works or those of suppliers – release us from the obligation to observe the delivery periods. In this case, the purchaser has the right to rescind the contract after setting a reasonable extension of time.
- 3.3 Our liability for delayed delivery is restricted to a fixed amount of compensation of 0.5 % of the value of the delivery per week, up to a maximum of 5 % of the delivery value, except in cases of wilful default or gross negligence. This shall not affect the purchaser's right to rescind the contract after the fruitless expiry of a reasonable deadline set by the purchaser pursuant to the statutory provisions.

### 4. Dispatch

- 4.1 Dispatch shall take place at the cost and at the risk of the purchaser "ex works" unless otherwise agreed in writing. We shall be free to decide the means of postage and packaging and we shall do so at our discretion in the absence of instructions from the purchaser.
- 4.2 If the purchaser so requests, we will insure the goods against damage in transit and loss, the costs of which shall be borne by the purchaser.
- 4.3 The risk shall pass to the purchaser as soon as the consignment has been handed over to the shipping company or has left our works for the purpose of shipment. As soon as the purchaser is in default of acceptance or if it infringes its participatory duties, the risk of accidental destruction or accidental deterioration of the goods shall pass to the purchaser.

### 5. Liability for defects

- 5.1 The rights of the purchaser in case of defects are subject to the purchaser examining the goods received for defects without undue delay and notifying us of existing defects in writing without undue delay. Defects which could not have been detected despite careful inspection must be reported to us in writing without undue delay after discovery.
- 5.2 We shall not be liable for public statements made by us concerning the properties of the goods supplied, if and in as far as the customer is unable to prove that these statements influenced its decision to conclude the contract with us or if the statement had already been corrected at the time the contract was concluded.
- 5.3 If the goods supplied are defective at the time of the transfer of risk we are entitled, at our discretion, to supply new goods or to remedy the defect. Replaced parts shall become our property. The purchaser must grant us sufficient time and opportunity to carry out subsequent performance.
- 5.4 If the subsequent performance is not successful, the customer may, at its discretion, rescind the contract, or demand reduction of remuneration.
- 5.5 Claims for defects expire if the purchaser does not - within a reasonable period of becoming aware of the defect - provide us with the supplied part or allow access to remedy the defect. Claims for defects shall also be cancelled if the purchaser damages the safety devices or seals affixed by us. We shall not be liable for improper treatment, improper use, non-observance of the instalment regulations or overloading.
- 5.6 Otherwise, our liability for defects shall be regulated pursuant to the provisions of 6.
- 5.7 The limitation period for claims for defects is 12 months from transfer of risk.

### 6. Limitation of liability

- 6.1 We shall be liable pursuant to the statutory provisions to the extent that the purchaser asserts compensation claims in respect of wilful default or gross negligence - also of our representatives or vicarious agents. Where we are not responsible for a wilful breach of contract, our liability for compensation is limited to foreseeable, typically resulting damage.
- 6.2 Liability for culpable damage to life, body or health shall remain unaffected hereby; the same applies to mandatory liability arising under the Product Liability Act.
- 6.3 Unless otherwise provided for above, liability is otherwise excluded.
- 6.4 The exclusion of liability also applies, in particular, to compensation claims arising from default on conclusion of the contract, in respect of other positive violations of a duty or tort. This restriction shall also apply if the purchaser demands compensation for futile expenses.
- 6.5 The exclusion or limitation of liability for compensation also applies to the personal liability of our employees, staff and agents with vicarious liability under contract and under tort.

### 7. Prices and payment conditions

- 7.1 The prices valid on delivery shall apply. These prices are ex works excluding shipping and packaging which shall be invoiced separately according to expense.
- 7.2 Discounts to be deducted shall require special written agreement.
- 7.3 Unless otherwise stated in our order confirmation, the purchase price shall be due for payment net (without deductions) within 30 days of the date of the invoice. In the case of delayed payment - reserving further rights - default interest of 8 % above the respective basis rate published by the Federal Bank shall be charged.

### 8. Reservation of title

- 8.1 We reserve title in the goods supplied until fulfillment of all current and future claims arising from our business relationship with the purchaser.
- 8.2 Processing and alteration shall always be our responsibility as manufacturer but without any obligation. If our title lapses owing to combining, we shall acquire co-ownership of the new goods in proportion of the value of the purchased goods (invoice amount including VAT) to the values of the other processed goods at the time of processing.
- 8.3 The purchaser is entitled to process and sell on the reserved goods in the ordinary course of business providing that it is not in default. Pledges and transfers by way of security are not permitted.
- 8.4 The purchaser shall transfer claims (including all balance claims from current account) either resulting from further sale or on a different legal basis (e.g. insurance, tort) with respect to the reserved goods to us now in full as security. We hereby revocably authorize the Purchaser to collect the claims assigned to us in its own name. If third parties have access to the reserved goods the customer shall refer to our ownership and inform us without undue delay.
- 8.5 We undertake to release the securities to which we are entitled on request by the purchaser where the realisable value of our securities exceeds the claims to be secured by more than 10 %; we shall select the securities to be released.

### 9. Place of performance and place of jurisdiction

- 9.1 Place of performance for all obligations arising from this contract is our domicile (Berlin).
- 9.2 If the purchaser is a businessman, our domicile shall be the place of jurisdiction; however, we are entitled to file a claim against the purchaser at the court competent for its place of residence.
- 9.3 The law of the Federal Republic of Germany shall apply excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).