

### § 1 General - Scope

1. The conditions apply to all current and future business relationships with entrepreneurs. Entrepreneurs in the sense of these conditions are physical or legal entities or organizations having legal capacity with whom a business relationship is entered into, and who deal with the execution of commercial or independent professional activities.
2. Deviating, contradictory or supplementary general conditions do not become a part of the contract simply by knowledge of their existence unless their application is expressly agreed to in writing.

### § 2 Conclusion of contract

1. Our offers are provisional. We reserve the right to make technical amendments and changes in form, color and/or weight within reason. We are entitled to subcontract work.
2. Customer orders are binding. We are entitled to accept the contractual offer contained in the order within two (2) weeks after we have received it. Acceptance may be expressed in writing or by delivery to the customer.
3. We reserve the right of ownership and intellectual property rights regarding information, especially figures, drawings, calculations and other documents and/or data in electronic form, that are to be passed on to customers or suppliers; this information must not be made accessible to third parties. The applies in particular to any written documents and information that are designated as "Confidential". The customer / supplier requires our express written permission before passing on this information.

### § 3 Delivery deadline, delayed delivery

1. The delivery deadline is agreed between the contractual parties. To enable us to meet this deadline, all commercial and technical queries between the contractual parties must have been resolved and the customer must have fulfilled all requirements, such as obtaining all the necessary official certifications or authorizations or by having made a downpayment. If this is not the case, the delivery date will be extended accordingly. This does not apply if the delay is down to us as the supplier.
2. Adherence to the delivery deadline depends upon correct and timely supply of goods to us. If delays seem likely we will advise the customer as quickly as possible.
3. The delivery deadline is deemed to have been adhered to if the subject matter of the contract has left the plant or has been reported as ready for dispatch before the deadline. If acceptance is required - except in the case of a justified rejection - the acceptance deadline is definitive. Alternatively, notification of readiness to accept can also be used.
4. If dispatch or acceptance of the subject matter of the contract has been delayed, and this is the fault of the customer, the customer will be invoiced for the costs of the delay beginning one month after reporting of readiness to dispatch / accept.
5. If the delivery deadline cannot be adhered to due to an act of God, labor dispute or other events over which the supplier has no control, the delivery deadline will be extended accordingly. We will notify the customer of the start and end of any event of this nature as soon as possible.
6. Any material supply problems, late or incorrect supply of goods to us, works stoppages, strikes, lockouts, currency, trade or other national measures, etc. at our plant or that of our suppliers all fall into the same category as acts of God. This does not apply if we have taken on the risk of procurement or if the events stem from us or our legal representatives or agents having taken insufficient preventative measures.
7. We are entitled to make partial deliveries and provide partial services, provided this does not have negative effects on the use of the goods and services.
8. The customer may withdraw from the contract without notice if delivery by us of all the goods and services becomes impossible before the risk is transferred. Furthermore, the customer may withdraw from the contract if one part of the supply becomes impossible to carry out and he has a justified interest in rejecting partial deliveries. If this is not the case, the customer must pay the contracted price for the partial delivery. The same applies in the case of inability on the part of the supplier. If the impossibility or inability occurs during the default in acceptance, or if the customer is solely or largely responsible for this situation, he remains obliged to make payment.
9. The customer is obliged to declare on our demand and within the appropriate time span whether he is withdrawing from the contract due to the delay or whether he will insist on delivery.

### § 4 Transfer of risk, acceptance

1. Risk transfers to the customer when the subject matter of the contract has left the plant, this also applies if partial deliveries are to follow or we have taken on other services, such as the shipping costs or delivery and installation. If acceptance is required, this becomes the point at which the risk is transferred. This must occur immediately on the acceptance deadline, or alternatively after notification of readiness for acceptance. The customer is not entitled to refuse acceptance if there is only a minor defect.

2. If delivery / acceptance has been delayed or postponed due to circumstances that are not our fault, the risk transfers to the customer upon notification of readiness for dispatch / readiness for acceptance. We undertake to take out the insurance policies requested by the customer at his cost.
3. Partial deliveries are permissible, provided these are acceptable to the customer.

### § 5 Price and payment conditions

1. The quoted price is binding. Quotations given to entrepreneurs include sales tax and apply ex-works including loading at the plant, but exclude packaging and unloading. If taxes, custom duty, freight charges, fees or expenses are increased or introduced between the conclusion of the contract and its fulfillment, we are entitled to increase the price accordingly if four months have passed since the contract was concluded or if the party to the contract is a registered trader. The prices apply for four months from the date the contract is concluded. If a delivery deadline of more than four months is agreed, or if there are ongoing obligations that last for more than four months, we shall be entitled to pass on as price increases to the customer any costs of procurement/delivery that have increased in the meantime, including those increases resulting from changes in the law (e.g. increase in sales tax).
2. If as a result of a special agreement we are to install or commission a machine or system delivered by us, the fitters will be supplied by us. The costs arising from this, particularly for travel, working and waiting time and allowances, are to be borne by the customer. Sundays, public holidays, night work and overtime are to be invoiced with the appropriate markups. Any tools, lifting gear and personnel required to help with the work are to be supplied free of charge by the customer.
3. In the absence of any special agreement, payment is to be made to us without any deductions in the following form:
  - 1/3 payment on confirmation of order,
  - 1/3 as soon as the customer is notified that the main parts are ready for dispatch,
  - the remainder within one month of transfer of risk.
4. The customer is only entitled to offset if his counterclaims are legally effective or have been recognized by us. The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship.
5. If the customer defaults in accepting the services, we are entitled to withdraw from the contract if we have previously allowed the customer an extension to the deadline already set for accepting the services.
6. If we then withdraw from the contract, we may take fifteen percent (15%) of the order value as consolidated compensation without having to give justification unless the customer was not responsible for failing to meet the deadline extension. We reserve the right to provide evidence that we have incurred higher damages. It is up to the customer to prove that no, or much lower damages, were caused.

### § 6 Reservation of rights of ownership

1. We reserve ownership of the subject matter of the contract until all demands arising from any ongoing business relationship have been settled in full.
2. The customer is obliged to treat the subject matter of the contract with care. If maintenance and inspection work is necessary, the customer shall regularly carry this out at his own cost.
3. The customer undertakes to notify us immediately if any third party is granted access to the subject matter of the contract, for instance if the subject matter is seized, or if it is damaged or destroyed. Any change of ownership or address must be communicated to us immediately by the customer.
4. We are entitled to withdraw from the contract and claim back the subject matter of the contract if the customer behaves in a manner that is contrary to the terms of the contract, particularly in the case of delayed payment or violation of one of the obligations of paragraphs 2 and 3 of these conditions.
5. The customer is entitled to sell the subject matter of the contract on to third parties following correct business procedures. He cedes to us with immediate effect all demands against a third party that he may be entitled to through the sale of the goods up to the invoiced amount of the subject matter of the contract. We accept the cession. After the cession, the customer is authorized to collect the payment. We reserve the right to collect the payment ourselves if the customer does not keep up with his payment obligations and falls into arrears.
6. All our demands become payable immediately if the payment conditions are not adhered to or circumstances arise after conclusion of the contract from which, at our discretion, our ability to obtain payment is endangered due to inability on the part of the customer. We are then entitled to only provide further services against advance payment or to demand a security deposit.
7. If the customer is late with payments, we are entitled to calculate interest at the relevant overdraft rates set by the bank but at least five percent (5%) above the base rate.

8. The treatment and processing of the subject matter of the contract is always conducted by the customer in our name and on our behalf. If the subject matter of the contract is processed with goods that do not belong to us, we acquire co-ownership of the new product corresponding to the value of the subject matter of the contract in proportion to the value of the other processed goods. The same applies if the subject matter of the contract is combined with other goods that do not belong to us.
9. If the item or machine provided by us should be fixedly arranged with other items not belonging to us, we acquire co-ownership of the new product corresponding to the value of the retention matter (purchase price plus sales tax) in proportion to the other goods combined with it at the time. If the mixing is carried out in such a way that the customer's item is to be regarded as the main thing, it is agreed that the customer shall transfer proportional co-ownership of the goods to us and that we shall be given first refusal on it.
10. We undertake to release our security deposits at the request of the customer if their value exceeds the demands to be safeguarded by more than 10% insofar as these demands have not yet been settled.

## § 7 Warranty, liability for defective goods

### I. Material defects

1. In the case of material defects to the subject matter of the contract, we will initially either remedy the defect or supply a replacement part as we see fit (rectification). The customer must grant us sufficient time and opportunity to carry out the required improvements and supply the spare parts, otherwise we will be released from the liability for the consequences. Only in urgent cases where operational safety is at risk or to prevent disproportionately greater damages, in which cases we must be informed straight away, does the customer have the right to repair the defect themselves or through a third party and to demand from us repayment of the costs incurred.
2. If the rectification work fails to achieve the intended outcome, if the appropriate time period given to us expires or if this is not deemed acceptable by the customer, the customer can opt to reduce the payment (reduction) or to annul the contract (withdrawal). If there is only a minor breach of contract, specifically in the case of minor defects, the customer does not have the right to withdraw.
3. If the customer chooses to withdraw from the contract due to a defect of quality or title after failed rectification work, he waives his right to claim for damages due to the defect. If the customer chooses to claim for damages after failed rectification work, the goods shall remain on the customer's premises as long as he deems this to be acceptable. The value of any damages is limited to the difference between the purchase price and the value of the defective material. This does not apply if we have caused the breach of contract fraudulently.
4. No liability will be accepted in the following cases: unsuitable or inappropriate use, incorrect installation by the customer or a third party, natural wear, incorrect or careless handling, commissioning or modification work carried out incorrectly and without our approval, use of unsuitable service fluids, defective construction work, unsuitable construction sand, chemical, electrochemical or electrical influences, provided that these are not our fault.  
Further details can be found in the operating instructions accompanying the machine.
5. The statutory period of limitation for liability is one year except in the case of malicious intent, physical damage to persons and their health, loss of life or in cases covered by §§ 438 para. 1 no. 2, 634 a para. 1 no. 2 of the German Civil Code (Mängelgewährleistung bei Bauwerken, eingebauten Baumaterialien, bauwerksbezogenen Planungs- und Überwachungsleistungen).
6. The customer does not obtain any legal guarantees through us. Manufacturer's guarantees remain unaffected.
7. If the customer accepts defective goods, although he is aware of the defect, the claims and rights regarding defects under § 437 of the GCC are only afforded to him if he reserves this right upon acceptance.
8. Should the customer make an unjustified warranty claim against us, he shall reimburse us the costs we incur in the inspection of the subject matter of the contract.
9. Should the customer or a third party inexpertly carry out rework, we assume no liability for the consequences. The same applies in the event that modifications are made to the subject matter of the contract without our prior consent.
10. Any claims made by the customer in respect of costs incurred in rectification work, specifically transport, travel, labor and material costs, are excluded if the costs have increased because the subject of the delivery has been moved to a location other than a branch of the customer unless this movement corresponds to appropriate use.
11. Rights to recourse (§§ 478, 479 GCC) remain intact and are unaffected by the above paragraphs, provided obligations to give notice of defects as set out in § 377 HGB (German Commercial Code) have not been violated.

### II. Defect of title

12. If the use of the subject matter of the contract results in a violation of national industrial property rights or intellectual property rights, we will at our expense ensure that the customer has the right to continue to use the product or modify the product in a manner acceptable to the customer so that the violation of property rights no longer exists. If this is not commercially acceptable or not possible within a reasonable time period the customer shall be entitled to withdraw from the contract. We also have the right to withdraw from the contract under these circumstances. Furthermore, we indemnify the customer against any undisputed or legally effective claims made by the owner of the property rights.
13. These obligations are definitive and are subject to § 8 in the case of violations of industrial property rights or intellectual property rights. They only apply if:
  - the customer informs us immediately of any asserted violations of industrial property rights or intellectual property rights,
  - the customer supports us appropriately in our defense against asserted claims and/or allows us to carry out the modification work according to paragraph 7,
  - all defense measures including out-of-court settlements remain an option for us,
  - the defect of title is not based on an instructions from the customer and the infringement of the law was not caused by the customer having independently modified the subject matter of the contract or used it in a manner not stipulated in the contract.

## § 8 Liability, restrictions of liability

1. In the case of slightly negligent breaches of duty, our liability is restricted to the anticipated average amount of damages typical for the type of goods and contract. This also applies to slightly negligent breaches of duty of our legal representatives or agents. We are not liable to entrepreneurs for slightly negligent breaches of minor contractual obligations.
2. The above restrictions of liability do not affect claims of the customer in respect of product liability or if we are accused of gross culpability (intent, malice, gross negligence, etc.). Neither do the restrictions of liability apply in cases where there is damage to health or body or the death of the customer and such events are attributable to us.

## § 9 Statutory period

All claims on the part of the customer - on whatever legal grounds - expire by limitation after one year. For damage compensation claims as set out in § 8 paragraph 2, the legal time periods apply. They also apply in the case of structural defects or for deliverables that have been used for a structure in line with their normal usage and whose defect they have caused (see § 7 clause 5).

## § 10 Use of software

If software is included in the scope of supply, the customer has a non-exclusive right to use that software including its documentation. Its use in connection with the designated subject matter of the contract is permitted. Use of the software on more than one system is not permitted. The customer may only duplicate, edit or translate the software, or compile the object code into source code within a legally permissible context (§§ 69 a ff. UrhG (German Intellectual Property Law)). The customer undertakes not to remove manufacturer's information - especially copyright notices - and not to change this information without our prior express consent. All other rights in respect of the software and the documentation including copies thereof are reserved by us and/or software supplier. Sub-licensing is not permitted.

## § 11 Final provisions

1. The laws of the Federal Republic of Germany apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply.
2. If the customer is a registered trader, a corporate body under public law or a public-private special fund, and provided there is nothing to the contrary in the order confirmation, our registered office is to be considered place of performance and jurisdiction; we are entitled, however, to take legal action against our contractual partner at his place of jurisdiction.
3. Should individual provisions of the contract with the customer including these General Conditions of Sale become entirely or partially ineffective, then the validity of the remaining provisions remains unaffected. The clause that has become entirely or partially ineffective shall be replaced by a new, effective clause, whose commercial impact most closely approximates that of the ineffective clause.