

§ 1 General - Scope

1. These general terms and conditions of sale apply to all present and future business relationships in the context of which we act as seller.

2. Any terms and conditions of the customer in departure from, in conflict with or in supplement to these general terms and conditions, even if notified to us, are not a part of this contract excepting where their validity is explicitly agreed in writing.

§ 2 Conclusion of contract

1. Our quotes are non-obligational and non-binding, excepting where explicitly characterised as binding. We reserve the right to make technical changes, as well as changes in shape, colour and/or weight, within reasonable limits.

2. An order placed by the customer constitutes a binding contractual agreement for the purchase of the goods ordered. This contractual agreement may be accepted by us within two weeks of receipt. Acceptance will be confirmed either in writing by means of an order confirmation, or by delivery of the goods to the customer. If acceptance is confirmed by order confirmation, the customer must check this order confirmation immediately. If any irregularities in the order are observed, the customer must notify us in writing immediately.

§ 3 Price, payment conditions

1. Insofar as not stated otherwise on the order confirmation, our prices are ex warehouse/ex works and exclusive of costs for packaging, rust protection and shipping.

2. Statutory value added tax is not included in our prices; VAT will be billed at the rate applicable on the date of drafting of the invoice and will be indicated on the invoice separately.

3. Deduction of any discounts will be by separate agreement in writing only.

4. All prices given are in euro. Payment in foreign currency is only allowed if agreed separately in writing. If paying in foreign currency, the customer must compensate us for any losses we suffer due to exchange rate changes from the date of the order confirmation. A claim for such compensation is exchangeable at the same time as the payment of the purchase price.

5. Unless otherwise agreed, we are entitled to invoice 40% of the purchase price upon order confirmation and 60% after delivery. Insofar as not indicated otherwise on the order confirmation, the purchase price is due, without deduction, 10 calendar days after the date of invoice. The statutory default scheme applies.

6. The customer is entitled to offsetting of any claims on its part only where such counterclaims have been upheld at law, are undisputed or are acknowledged by us. The customer can only exercise a right of retention where its counterclaim pertains to the same contractual relationship.

7. We are entitled to deduct our claims from claims of customers. Further, we are entitled to deduct claims of other companies within our corporate group from claims of customers, where such claims pertain to their business relations with the customer or any other right against the customer. Decisive for the determination of the businesses entitled under this clause is the annual report most recently published at the time the contract was concluded.

§ 4 Terms and conditions of delivery

1. Compliance with the delivery period(s) specified in the order confirmation is contingent on complete and timely clarification of all technical issues in advance. Further, compliance with the delivery period(s) is contingent upon timely and complete fulfilment of the customer's cooperation obligations. We reserve the right to invoke non-fulfilment of the contract on the customer's part.

2. Compliance with the delivery period(s) specified in the order confirmation is also contingent on complete and timely delivery by our suppliers. This only applies where non-delivery is not attributable to us, and specifically in the case of concluding corresponding hedging transactions with our supplier. Where performance is impossible, the customer will be notified immediately. In such cases, any payment already made will be immediately refunded.

3. If due to unforeseen, non-attributable or extraordinary events on our part, a delivery to us by a supplier or transport company is delayed, the delivery time(s) as specified in the order confirmation will be deferred accordingly. The same applies in the event of strike and/or lockout. If such non-availability lasts a period of one month or longer, we are authorised to withdraw from the contract, so long as the customer was immediately informed of the non-availability. In such cases, any payment already made will be immediately refunded.

4. If the customer is in default of acceptance or attributably fails in other cooperation obligations, we are authorised to demand compensation of the damages we suffer thereby. At the end of the agreed delivery period, the customer must immediately collect all goods reported as ready for collection; if the customer does not do this, we are authorised to store these goods at the expense and risk of the customer. For this storage, as from the start of the default of acceptance, we will charge a fixed fee of 0.2% of the value of the stored goods. This storage fee is maximised at 5% of the total order value. We reserve all further rights and claims.

5. In the event of default of delivery, we will be liable as determined in the provisions of law insofar as the default of delivery is attributable to gross negligence or intent on our part.

§ 5 Transfer of risk

1. The risk of accidental loss or accidental deterioration of quality of the goods transfers to the customer upon the transfer of the goods. Where the goods are shipped, the risk transfers upon handover of the goods to the shipper, carrier or other person or organisation charged with the performance of the delivery.

2. The customer's default of acceptance does not affect this transfer.

3. Insurance against damage in transit will only be contracted at the explicit request of the customer, and the customer will bear the costs of any such insurance.

§ 6 Warranty

1. Any claims of the customer based on defects of the goods are contingent on the customer fulfilling all its investigation and notification obligations in accordance with § 377, German Commercial Code.

2. Only the qualities of the goods identified explicitly as qualities of the goods in the order confirmation are warranted. Any technical advice and recommendations by us, as well as any promotional statements/claims are made outside of contractual obligations. Specifically, the customer is solely responsible for testing whether the goods ordered by the customer or recommended by us are suitable for the customer's intended purpose.

4. We warrant the repair or replacement, at our option, of defects in the goods sold (subsequent fulfilment).

5. If the customer receives defective assembly instructions, we are solely obliged to deliver non-defective assembly instructions, and only if the defect in the assembly instructions prevents proper assembly.

6.

The customer bears the sole responsibility for the use of the goods. Our warranty does not cover improper or injudicious use, faulty assembly or engagement of the goods by the customer or third parties, wear-and-tear, incorrect or negligent handling, improper operating resources and replacement materials, and chemical, electro-chemical or electrical influences, insofar as not attributable to us.

7. Insofar as we provide personnel for the purposes of the use of the goods by the customer, these personnel are provided solely in an advisory capacity, and no liability for this provision is accepted.

8. The customer does not receive any legal warranties from us. This is without prejudice to any manufacturer warranties.

§ 7 Limitations of liability

1. Our liability extends no further than intent or gross negligence. This includes derogation of duty by our legally authorised agents or supervisory personnel, as well as ordinary auxiliaries, including specifically our workers, employees and labourers.

2. The limitation of liability stipulated above does not apply to default of essential obligations (material obligations), product liability claims of the customer, or personal injury claims of the customer.

3. In all cases, our liability is limited to the amount of contractually typical, reasonably foreseeable damages.

§ 8 Retention of title

1. We retain title to the goods until receipt of all payments under the business relationship with the customer.

2. During the period of the retention of title, the customer is obliged to treat the goods with due care. Specifically, the customer must adequately insure the goods, at its own cost, against, fire, water, theft and other damages for replacement value. Insofar as service and inspection work is required, the customer must perform this work at its own cost in a timely manner and to the required extent.

3. The customer is obliged to immediately notify us in writing of any seizure or other intervention of a third party in regard to the goods, to allow us to exercise our rights and prevent any damage or destruction of the goods.

4. In the event of breach of contract by the customer, and specifically upon default of payment, we are entitled to withdraw from the contract and reclaim the goods. After reclamation of the goods, we are entitled to commercially utilise the goods; the proceeds of the commercial utilisation, minus reasonable costs, may be deducted from the customer's obligations.

5. The customer is authorised to resell the goods in the context of normal business operations. The customer hereby assigns all claims nunc pro tunc in the amount of the gross sums invoiced to its customers or a third party for the resale, regardless of whether the goods are resold with or without further processing. We hereby accept this assignment. After this assignment, the customer remains authorised to collect the claim. We reserve the right to collect the claim ourselves at such time as the customer does not properly fulfil its obligation to collect, if the customer is in default of payment, or in the event the customer is the object of a filing for insolvency/bankruptcy or suspension of payments. In such cases, the customer is obliged to immediately notify us in writing of the assigned claims and the identity of the debtor, and to provide us with all information relevant to us obtaining the relevant documents, and to inform its customer or third-party debtors of the assignment.

6. Any processing or conversion of the goods by the customer will be done in our name and at our instruction. If processing also involves anything not belonging to us, we acquire co-ownership of the new good in the proportion of the gross value of the goods delivered by us as compared to the other goods processed, as calculated at the time of processing. The good created through the processing will be subject to the same provisions as the goods delivered under retention of title.

7. If the goods are inextricably mixed with anything not belonging to us, we acquire co-ownership of the new good in the proportion of the gross value of the goods delivered by us as compared to the other goods mixed, as calculated at the time of mixing. If the mixing takes place in such a way that the customer's good is designated as the primary good, the customer must transfer to us a proportionate share of co-ownership. The customer will maintain custody of the sole ownership or co-ownership on our behalf.

8. As security for our claims, the customer will also assign us the claims against third parties arising from the connection of the good to a piece of land.

§ 8 Final provision

1. This contract is governed by the law of the Federal Republic of Germany. The provisions of the CISG (UN Convention on Contracts for the International Sale of Goods) do not apply.

2. The place of performance and place of legal jurisdiction of any disputes resulting from this contract, to the exclusion of all other fora, is the place where our company has its official seat. This is without prejudice to our entitlement to elect to litigate against the customer in the customer's local court.

3. If any provision of the contract with the customer, including these general terms and conditions, is or becomes fully or partially invalid, this does not affect the validity of the other provisions. The fully or partially invalid arrangement will be replaced by an arrangement approaching the same economic consequence as the invalid provision as closely as possible.

4. These general terms and conditions of sale are available in English and German. In case of any divergence in the interpretation, the text in German shall prevail.