

General Terms and Conditions of Business

1. General Provisions

- 1 All our deliveries, services and offers shall exclusively be based on the present Terms, even without express mentioning in negotiations. Our Terms shall apply to all contracts with enterprises, public law legal entities and public law special funds and, in this context, also for all future business relationships, even if they are not expressly agreed once more. Our Terms shall be deemed agreed upon acceptance of the goods at the latest.
- 2 Contradictory terms of Customer or terms deviating from our terms and conditions shall only apply if we have expressly agreed to their application in writing.

2. Offer and documents

- 1 Our sales employees shall not be authorised to give verbal side agreements or assurances exceeding the contents of the written contract.
- 2 Statements of delivery periods shall be approximate and non binding, unless their bindingness has been expressly assured.
- 3 Construction diagrams and similar corporate documents shall remain our property and shall always be treated with strict confidentiality. They may only be made accessible to third parties with our approval. In the event of a breach of these duties, Customer shall be liable towards us to the complete scope of the statutory directives.

3. Prices

- 1 Our prices shall be understood ex works inclusive of loading and packaging. Statutory Value Added Tax on the date of invoicing as well as the freight costs shall be added to the prices. Costs of all and any agreed transport or similar insurance shall be borne by Customer subject to agreements to the contrary. In the event of part deliveries, each delivery can be charged separately.
- 2 If no prices have been agreed at conclusion of the contract, our prices valid on the date of delivery shall apply.

4. Payment terms

- 1 To the extent that nothing to the contrary results from the order confirmation (alternatively from the invoice), the price shall be due for payment net (without deduction) within 14 days of invoicing. We shall be entitled to charge down payments to a suitable extent to match deliveries and services already rendered.
- 2 If Customer falls into arrears in payment, we shall be entitled to charge default interest to the amount of 8 percentage points above the basic rate of interest. In this context, we can prove and charge higher interest damage at any time. In the event of arrears in payment, we shall also be authorised to recall all and any rebates, discounts and other favours which have been agreed.
- 3 Failure to comply with the payment terms, arrears or circumstances suited to reducing Customer's creditworthiness shall result in immediate maturity of all our claims.
- 4 Rights to offset shall only accrue to Customer if its counterclaims are legally effective, undisputed or have been acknowledged by us.
- 5 Customer shall be authorised to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.
- 6 We shall not be obliged to accept bills and cheques. Credits in this regard shall always be deemed subject to honouring (on account of, not in lieu of payment); they shall be effective with value on the date on which we can dispose of the equivalent value. Bills shall be offset charging the discount, stamp duty and bank fees, if applicable

collection charges charged to us upon forwarding.

7 The right to further-reaching contractual or statutory claims in the event of arrears shall be reserved.

5. Delivery period and delivery obstacles

- 1 The delivery period shall commence with dispatch of the order confirmation, albeit not before provision of the documents, approvals to be obtained by Customer or before receipt of an agreed down-payment and clarification of all technical questions.
- 2 The delivery period shall be complied with if the object of delivery has left the factory or readiness for dispatch has been notified before its expiry.
- 3 In the event of unforeseen obstacles outside our will which we cannot avert despite the due care to be expected under the circumstances of the case – regardless of whether they occur with us or with a sub-supplier – for example force majeure (e.g. war and natural catastrophes), delays in the delivery of essential raw materials etc. – we shall be entitled to withdraw from the delivery contract in part or in whole or to extend the delivery period by the duration of the obstacle. The same rights shall accrue to us in the event of strike or lock-outs with us or with our downstream suppliers. We shall notify our customer of such circumstances without delay.
- 4 In the event of arrears in delivery, Customer can withdraw from the contract following the fruitless expiry of a suitable period of grace; this right shall accrue to it without a period of grace in the event of impossibility of performance on our part.
Delays in delivery shall be equated to impossibility if delivery is not implemented for longer than one month.
Claims to damages (including all and any consequential damages) shall be ruled out notwithstanding sub-sections 5 and 6, which shall not constitute a reversal of the onus of proof; the same shall apply to reimbursement of expenditure.
- 5 To the extent that arrears in delivery are based on a deliberate or grossly negligent breach of duties to be ascribed to us, we shall be liable according to the statutory provisions; culpability of our vicarious agents shall be ascribed to us.
The same shall apply to injury of life, limb or health or if a delivery period guarantee has been given.
If we culpably, but not deliberately breach a cardinal contractual duty, liability shall be limited to the foreseeable damage typical for the contract: apart from this, it shall be ruled out pursuant to sub-section 4.
In the event of reimbursement of expenditure, the aforementioned shall apply accordingly.
- 6 If a firm deal has been agreed, we shall be liable according to the statutory provisions; the same shall apply if Customer can claim that it has no more interest in performance of the contract on account of the arrears for which we are answerable.
- 7 If dispatch is delayed at Customer's request, the costs incurred by storage shall be charged to it starting one month after notification of the readiness for dispatch.

6. Passage of risk

- 1 In the event of a duty to collect, risk shall pass to Customer upon separation and agreed provision of the goods. In the event of duty to provide, the same shall apply from transfer to the transporting entity. In the event of duty to provide to Customer's premises, passage shall pass upon departure from the factory premises. The same shall apply in the event of creditor's arrears. Deviating individual agreements shall have priority.
- 2 Even if supplied objects manifest inconsiderable defects, they shall be accepted by Customer notwithstanding its right from §§ 8, 9.
Part deliveries shall be admissible to the extent reasonable for Customer.

7. Retention of title

- 1 We reserve title to all goods supplied by us until Customer has paid all present and future claims from the business

relationship.

In proceedings for cheques and bills, our retention of title shall also continue following payment of the cheque until our discharge from liability for bills.

2 In the event of behaviour in breach of contract by Customer, in particular arrears in payment, we shall be entitled to take the goods back. Mere taking back of the goods shall only constitute withdrawal from the contract if a suitable period of grace set by us has expired fruitlessly and withdrawal has been expressly declared.

The costs incurred by us as a result of taking back (in particular transport costs) shall be charged to Customer.

We shall further be entitled to forbid Customer from any re-sale or processing, combining or blending of the conditional commodities and to revoke the direct debit authorisation (§ 7 V).

Customer can only demand delivery of the goods taken back without declaration of withdrawal after complete payment of the purchase price and all costs.

3 Customer shall be obliged to treat the commodities with care, in particular entailing suitable and proper storage.

4 Customer may not pledge or transfer by way of security or assign the object of delivery and the receivables replacing it. In the event of seizures and other interventions by third parties, Customer shall notify us without delay so that we can initiate proceedings according to § 771 Code of Civil Proceedings.

Costs remaining for us despite victory in litigation according to § 771 Code of Civil Proceedings shall be borne by Customer.

5 Customer shall be entitled to re-sell, to process or to blend the object of purchase in the ordinary course of business; in this context, however, it here and now assigns all receivables from the resale, the processing, the blending or for other legal reasons (in particular from insurance companies or from tort) to us to the amount of the final invoice amount agreed with us (incl. Value Added Tax). If the goods supplied are resold together with objects not belonging to Customer, Customer assigns the receivables originating herefrom to us to the amount of the gross price agreed with us. Customer shall remain entitled to collect said receivables even after assignment, in which context our authorisation to collect the receivable ourselves shall remain unaffected.

However, we engage not to collect the receivable as long as Customer complies with its payment duties from the yield obtained, is not in arrears with payment and no application for opening of insolvency proceedings has been made or a cease of payments exists.

But if this is the case, Customer shall upon request notify us of the receivables assigned and the debtors, give us all information necessary for collection, hand over the pertinent documents and notify the debtor (third party) of the assignment.

6 The retention of title shall also extend to the products originating as a result of processing or reshaping of our commodities with their complete value, these processes taking place on our behalf, with the result that we are deemed manufacturer. If, in the event of processing or reshaping with commodities of third parties, the latter's retention of title remains effective, Customer shall grant us co-title in the ratio of the objective values of said commodities; in this context, it is here and now agreed that Customer keeps the commodities carefully on our behalf in such a case.

If our conditional commodities are combined or inseparably blended with other movable objects to form a single object and if the other object is to be regarded as the main object, Customer shall transfer co-title to us pro rata to the extent that the main object belongs to it; Customer shall keep the (co-)title originating on our behalf.

Apart from this, the same shall apply to objects originating in this way as stated under reservation of title.

7 The collateral accruing to us shall not be covered to the extent that the estimated value of our collateral exceeds the nominal value of the claims to be secured by 50%; the collateral to be released shall be a matter for our decision.

8. Liability for defects in quality and title

For defects in delivery, we shall be liable as follows in the event of immediate and proper performance of the examination and notification duties from § 377 German Commercial Code by Customer; for obvious defects, the notification must be made within 72 hours of delivery:

1 To the extent that a defect exists on the object of delivery, we shall be entitled, at our option, to remedy the defect or to supply a defect-free object (subsequent performance).

The prerequisite shall be that it is not a question of an inconsiderable defect.

If one or both of the kinds of subsequent performance is impossible or disproportionate, we shall be entitled to reject them.

We can reject subsequent performance as long as Customer does not fulfil its payment duties towards us to an extent corresponding to the defect-free part of the delivery.

2 If the subsequent performance stated in sub-section 1 is impossible or fails, Customer shall have the optional right to either reduce the purchase price accordingly or to withdraw from the contract according to statutory provisions; this shall in particular apply in culpable delay or rejection of subsequent performance, likewise if the latter fails for the second time.

Notwithstanding sub-section 4, further claims of Customer shall be ruled out, regardless of the legal reason (in particular claims from culpa in contrahendo, breaches of cardinal and subsidiary contractual duties, reimbursement for expenditure with the exception of those pursuant to § 439 II German Civil Code, tort and for other tortious action); this shall in particular apply to damage outside the object of purchase and to claims to damages on account of loss of profits; this shall also cover claims not resulting from the defectiveness of the object of purchase.

3 The above provisions shall also apply to delivery of a different object or of a smaller quantity.

4 We shall be liable according to the statutory provisions to the extent that we or our vicarious agents deliberately or grossly negligently breach our duties; the statutory provisions shall also apply if we culpably breach a cardinal duty; to the extent that we cannot be charged with malice aforethought, our remaining liability shall be limited to the foreseeable damage typical for the contract.

We shall also be liable according to the statutory provisions if we are charged with liability for injury to life, limb or health, if liability exists according to the Product Liability Act. The same shall apply in the event of assumption of a guarantee and for assurance of a property if precisely a defect covered thereby triggers our liability.

In the event of reimbursement of expenditure, the aforementioned shall apply accordingly. Reversal of the onus of proof shall not be intended.

5 No warranty shall be assumed for damages for the following reasons: unsuited or improper use, natural wear and tear, defective or negligent treatment or storage, unsuitable operating equipment (in particular refrigeration and similar), chemical, electrochemical or electrical influences (to the extent that we are not answerable), improper amendments on the part of Customer or third parties done without our prior approval.

6 Claims on account of defects shall be barred by limitation one year after delivery of the object of purchase to the extent that we are not charged with malice aforethought or injury of life, limb or health.

For an object used according to its customary mode of use for a construction and causing the latter's defectiveness, barring by limitation shall only be after 5 years.

Claims to reduction of purchase price and exercising of a right of retention shall be ruled out to the extent that the claim to subsequent performance has been barred by limitation.

However, in the event of sentence 3, Customer can reject payment of the purchase price to the extent that it would be entitled to do so on the basis of the withdrawal or the reduction; in the event of exclusion of withdrawal and a subsequent rejection of payment, we shall be entitled to withdraw from the contract. The statutory periods of barring in the event of recourse of the entrepreneur from §§ 478 et seq. German Civil Code shall remain unaffected.

9. Liability for subsidiary duties

If the object supplied cannot be used contractually by Customer as a result of omitted or defective finishing or suggestions and consultancy after conclusion of the contract and other contractual subsidiary duties as a result of our culpability, the regulations of §§ 8 and 10 shall apply accordingly, ruling out other claims by Customer.

10. Withdrawal by Customer and other liability on our part

1 The following regulations shall apply to breaches of duties outside warranty for defects in quality and are not to rule out or limit the statutory right to withdrawal.

Likewise, statutory or contractual rights accruing to us are not to be ruled out or limited.

2 Further claims of Customer shall be ruled out, regardless of the legal reason (in particular claims from culpa in contrahendo, breaches of cardinal and subsidiary contractual duties, reimbursement for expenditure, tort and for other tortious action); this shall in particular apply to damage outside the object of purchase and to claims to damages on account of loss of profits; this shall also cover claims not resulting from the defectiveness of the object of purchase or for claims for reimbursement of loss of profits; this shall also cover claims not resulting from the defectiveness of the object of purchase.

We shall be liable according to the statutory provisions to the extent that we or our vicarious agents deliberately or grossly negligently breach our duties; the statutory provisions shall also apply if we culpably breach a cardinal duty; to the extent that we cannot be charged with malice aforethought, our remaining liability shall be limited to the foreseeable damage typical for the contract.

We shall also be liable according to the statutory provisions if we are charged with liability for injury to life, limb or health. The same shall apply in the event of assumption of a guarantee and for assurance of a property if precisely a defect covered thereby triggers our liability.

In the event of reimbursement of expenditure, the aforementioned shall apply accordingly. Reversal of the onus of proof shall not be intended.

11. Place of performance, place of jurisdiction, applicable law and distribution of onus of proof

1 Place of performance shall be the place of dispatch (location of factory or warehouse).

2 Place of jurisdiction shall be Deggendorf to the extent that Customer is also a businessman, public-law legal entity or public-law special fund. The same shall apply if Customer does not have a general place of jurisdiction in Germany. We shall also be entitled to sue Customer at other admissible places of jurisdiction.

3 With a view to all claims and rights from the present contract, non-standardised law of the Federal Republic of Germany (German Civil Code, German Commercial Code) shall apply. Applicability of UN purchase law (CISG) shall expressly be ruled out.

4 Statutory or judicial distribution of onus of proof shall not be affected by any of the provisions agreed in the entire terms and conditions.

12. Other provisions

1 Amendments of the contract can only become effective by agreement with us.

2 If individual provisions of the present terms are partly or totally ineffective or void, the remaining provisions shall not be affected. The contracting parties engage to agree to a provision by which the purpose and sense envisaged by the ineffective or void provision in the commercial field is achieved to a great extent.

3 In case of disputes arising from interpretation of the English version of these General Terms and Conditions, the German language version prevails over the English version.