



§ 1 Scope

1. Exclusively these terms of delivery and sale apply. 2. Diverging conditions of our business partners are regarded as invalid when accepting an order. Additional agreements and deviations need generally a confirmation in writing. 3. Our goods are exclusively meant for the use of companies. 4. These general terms and conditions apply only to companies.

§ 2 Offers and Conclusion of Agreement

1. All our offers are non-binding. 2. Unless expressly stated as part of an agreement, any records, brochures, drawings, dimensions, stress ability data, indications of weight, as well as samples are only to be regarded as non-binding. 3. This applies especially to statements of our employees and sales representatives. **Employees and sales representatives are not authorized to diverge from these clauses**, with the exception of representatives whose power of agency is unalterably controlled by law, i.e. general agents and authorized signatories. 4. All transactions, contracts and agreements are only binding with a confirmation of order by us in writing or with a conclusion of agreement in writing.

§ 3 Prices and Payment

1. Unless otherwise agreed upon in writing, all our prices are Ex Works and do not include packing or insurance. 2. All prices are subject to VAT applicable on the date of delivery. 3. The orderer confirms the correctness of his VAT identity number. 4. The payment of invoiced goods is to be immediately effected strictly net without any deduction, unless stated in writing otherwise. 5. Interest payable on arrears will be charged at 8% above the current base interest rate. 6. The ordering party is only entitled to offset the charge if its counterclaims are legally binding, undisputed, or accepted. 7. The minimum ordering value is EUR 75.00 excluding currently applicable VAT. Small deliveries effected in respect of orders below the minimum ordering value are subject to the payment of a proportional packing and dispatch charge as well as a handling charge amounting to EUR 25.00. 8. The minimum ordering value for export orders is EUR 200.00.

§ 4 Dispatch, Packing and Transition of Risk

1. Dispatch is effected without any responsibility on our part for choosing the most suitable mode of dispatch and to the account and risk of the ordering party. 2. Transition of risk is effected with the moment of good's transfer to a transport agency, carrier, or start of loading in the case of self-collection of goods. 3. Dispatch is carried out in one-way packages which are non-returnable. 4. On orders placed for differing quantities, goods are delivered in the next-sized packing unit and invoiced accordingly.

§ 5 Delivery Dates

1. Delivery time starts with the reception of our order confirmation, however not before a final agreement on any technical and commercial details. 2. Unless fixed dates of delivery have been agreed upon, all statements made in respect of delivery dates are non-binding. 3. A precondition for compliance with delivery dates is the discharge of correct and punctual delivery of our suppliers. 4. In the event of delivery delay is the liability for damages, in cases of mild negligence, limited to the typically foreseeable loss. Further claims beyond that would be only approved if the delay is due to intent or gross negligence. 5. A cancellation by the ordering party is only permitted after setting an adequate time extension limit. 6. Partial deliveries are admissible and become due for separate payment upon receipt of the invoice thereof. 7. On-call purchase agreements have a period of validity of 12 months, starting from the receipt of order confirmation, if not stated otherwise and obligate the ordering party to accept the total order amount. In case the ordered goods are not accepted for delivery until the end of twelfth month passed, we are entitled to deliver and invoice the remaining goods within four weeks after a written notice.

§ 6 Drawing Components / Special Manufacturing

1. In case of articles supplied to samples or drawings and calling for special production, excessive or short deliveries of up to 8% of volume are admissible. The exception is an explicit note on the order form and confirmation in writing. 2. We will reject any liability or guarantee for the function ability of the product or any defects, if the parts are manufactured to customer drawings, samples, and other instructions, unless the problems arose out of our intentional or gross negligence. 3. The customer guarantees that the manufacturing and supply of the merchandise which is produced according to his demands, does not violate the patent rights of third parties and takes over the external liabilities as far as possible, at least our own indemnity. 4. The ordering party releases us from possible liability claims of third parties, also claims arising from product liability and damages caused by the goods, unless the damage is caused exclusively by the nature of goods in combination with intent or gross negligence.

§ 7 Notice of Defect, Liability, Compensation, Statute of Limitations

1. In case of minor differences in dimensions and design within the scope of technically allowed tolerances, any warranty, damage compensation, and liability are excluded. 2. Complaints based on obvious defects, regarding the extent or quality of our deliveries or services must be received by us (not by our representatives or agents) immediately in writing, at the latest within eight days after reception of the goods. 3. The return of any merchandise subject to complaint is only accepted after our prior consent has been given in writing. 4. In the event of any complaint under a notice of damage within the period prescribed, we shall, at our own option and within the period prescribed, repair or replace the defective parts, if the ordering party proves that this damage was present at the moment of transition of risk. 5. If the goods were repaired twice or replaced and we failed to eliminate present defects within an appropriate repeated period of actions, the ordering party will be entitled to exercise legal rights for cancellation, reduction in value, or self repair. 6. We are not obliged to carry out remedy actions if such actions are combined with inappropriately high costs. 7. All warranty ceases to exist in respect of damage occurring as a result of improper operation, natural wear, insufficient maintenance, electrical influences, interference or modification, also use and application of components from foreign sources without prior precise information and our consent, provided that the defect occurred in the course of application or use, or for reasons of incompatibility. 8. We are liable for consequential damages which are related to the delivered goods, for whatever reasons, but only as a result of the following aspects:

- intent or gross negligence, also in the framework of an organizing failure or of senior staff;
- culpable action of damage to life, body, and health, also within the framework of an organizing failure or of senior staff;
- defects which were fraudulently withheld;

- defects of goods with liability to individuals and material defects according to the law of product liability or privately used objects.

However any liability – with the exception of intent – is limited to the contract-typical damage which can be foreseen. 9. Any further claims are excluded. 10. Any liability claims come under the statute of limitations after 12 month from delivery of the supplied goods to the ordering party.

§ 8 Reservation of Ownership

1. Goods supplied by us remain our property until payments due from all transactions with the customer have been fully discharged, including demands arising from a possible current account case and bills of exchange or from checks remitted for payment.

If the value of our security rights, which we are entitled to, exceeds all outstanding secured debts by more than 20%, we will unblock a corresponding share of the security rights on request of the ordering party.

2. During the life of a reservation of ownership the ordering party is not authorized to carry out a pledge or a security transfer, and a resell is only permitted under the condition that the retailer in the course of ordinary business gets payments from his customers or sets a proviso that the ownership of goods is not transferred before any payment obligations have been fully discharged.

3. a) If the ordering party resells goods which are subject to reservation of ownership, its future demands arising from resell to his customers including all secondary rights - and possible balance claims - are passed-on to us just as precaution, without the requirement of a later explanation. If goods subject to reservation of ownership are resold together with other goods without fixing an individual price, then the ordering party the total price demand for the parts in question to us in priority to other claims of the invoiced price of the goods. We will accept this assignment.

b) With the satisfactory proof of a justified interest all particulars for intervention must be stated and documents surrendered by the ordering party.

c) The ordering party is entitled to collect all assigned demands of reselling until cancellation. In case of an important reason such as default of payment, payment halt, opening of an insolvency procedure (bankruptcy, settlement, execution), protest of bills or with comparable indications pointing to an insolvency of the ordering party, we are entitled to cancel the collection rights of the ordering party. In addition, we are entitled - prior to caution about disclosure of security assertion or use of asserted demands - to disclose the security assignment after an appropriate period, to make use of the assigned demands, and to request the disclosure of the security assertion by the ordering party to the customer.

4. a) The ordering party is entitled to process, modify, or join the goods under reservation with other wares. Processing, modification, or joining is to our benefit. The ordering party stores the new goods carefully in an professional manner. Processed, modified, or joined goods are regarded as goods subject to reservation of ownership.

b) When the goods are processed, modified, or joined with parts which do not belong to the supplier, then we are legally entitled to a co-ownership of the new parts with the portion of the share which results from the ratio of the value of processed, modified, or joined goods subject to reservation of ownership compared with the value of the other processed goods at the moment of processing, modification, or joining. In case the ordering party acquires sole ownership of the new goods, it is agreed that the ordering party grants us a co-ownership of the new goods composed by processing, modification, or joining equal to the value of processed, modified, or joined goods subject to reservation of ownership in relation to the other processed, modified, or joined goods at the moment of processing, modification, or joining.

c) In the event of selling the new goods the ordering party surrenders its claims arising from reselling to a customer including all secondary rights, without the requirement for further special explanation. The assignment is only for the amount which is invoiced for processed, modified, or joined goods subject to reservation of ownership. We will accept this assignment. The part of debts which is assigned to us must take precedence. Item number 3. c) applies with view to collection authorization and the preconditions of cancellation.

d) If goods subject to reservation of ownership are joined with pieces of land or movable objects, the ordering party also assigns to us - without the requirement of a special explanation - its demands of the fee for joining together with all secondary rights to us for reasons of security at an amount equal to the ratio of the value of the joined goods subject to reservation of ownership compared with the value of the other joined goods at the moment of joining. We will accept this assignment.

5. Any pledges, confiscations, or other decrees or interferences of third parties must be reported to us immediately by the ordering party.

6. If the ordering party violates culpably essential contractual agreements, especially with payment delay, we are entitled to take charge of the goods after a reminder. The ordering party is obliged to return the goods. Taking charge of goods, or assigning the reservation of ownership, or the pledge of the delivered goods is not a cancellation of the contract, unless expressly stated by us. After prior warning we are entitled to make use of the returned goods subject to reservation of ownership and to compensate us by charging for open claims from their proceeds.

§ 9 Legal Venue, Applicable Right

The **place of performance** applicable to delivery and payment is **Dachau/Germany**. The place of performance applicable to all disputes, also for bills of exchange, checks, and documents is the Amtsgericht Dachau. However, we are entitled to sue the ordering party at its place of venue. Solely German right applies with the exclusion of the UN agreement about international purchase of goods.

§ 10 General

If, for any reason whatever, certain provisions in our terms are or become invalid, this will in no way affect the validity or binding character of the remaining provisions. In place of the invalid provisions, terms as close as possible shall be valid which are law-abiding for the intended purpose. We are entitled to process data about business relations with or about the ordering party itself in connection with these relations, regardless of whether the data come from the ordering party itself or from third parties. These processing is subject to the federal law of data protection.