

#### **I. Applicability**

- (1) We exclusively deliver under these General Terms and Conditions of Sale, Delivery and Payment. They apply to all deliveries, unless the contracting parties have expressly agreed otherwise in writing.
- (2) The general terms and conditions of the ordering party are not applicable under any circumstances, even if we, regardless of in which form and at which time, do not object to the ordering party's -reference to its general terms and conditions. The general terms and conditions of the ordering party may only apply to us if we have expressly accepted them in writing. Deliveries do not present acceptance of the general terms and conditions of the ordering party.
- (3) Acceptance of the delivery is deemed as acceptance of these General Terms and Conditions of Sale, Delivery and Payment.
- (4) Our General Terms and Conditions of Sale, Delivery and Payment also apply to future transactions between us and the ordering party, even if they are not referred to in the individual case.

#### **II. Conclusion of the agreement**

- (1) Orders are only regarded as accepted if they have been confirmed by us in writing. Orders placed verbally or by phone and any arrangements, supplements and amendments to an order require written confirmation from us to be legally effective; receipt of the delivery note by the ordering party or the execution of the delivery is also regarded as confirmation.
- (2) Our offers are made without obligation.
- (3) Should we enclose documents with an offer, such as illustrations, drawings, weight and measurement indications, they will only serve for information purposes, unless we have expressly declared them as binding in writing.

#### **III. Prices**

- (1) The prices on the delivery date are respectively applicable, unless a fixed price has been expressly agreed.
- (2) The prices are ex factory and exclusive of packaging. Packaging is charged at cost price. Boxes lent remain our property. They must be returned immediately following receipt of the goods with carriage paid. Following receipt of any lent boxes which are returned defect-free, we will credit 2/3 of the amount charged to you.
- (3) Our prices are exclusive of VAT. VAT will be shown separately on the invoice at the statutory rate applicable at the date of invoicing.
- (4) The deduction of discounts (Skonto) must be agreed in writing in advance.

#### **IV. Conditions of payment**

- (1) Claims to the payment of the purchase price are due immediately and payable net within 30 days from the date of the invoice. The statutory default provisions apply.
- (2) We are entitled to effect deliveries with cash on delivery.
- (3) We reserve the right to accept bills of exchange and cheques. Acceptance will in any case only be on account of performance. The ordering party will bear the costs of discounting and collecting. We assume no responsibility for timely presentation and protestation.
- (4) Payment will only be deemed as effected if we are able to finally dispose of the amount.
- (5) In the case of default in payment we are entitled, subject to the assertion of any further damage, to claim default interest amounting to 8 per cent. above the base interest rate, pursuant to section 247 of the German Civil Code (BGB).
- (6) Should the ordering party have defaulted payment under one of the existing agreements for more than 10 days or should it have stopped payment or should a material deterioration of its financial position have occurred, our claims under all existing agreements with the ordering party will become due for payment immediately: any deferment or other prolongations of payment, also by means of accepting acceptances, will end. We may request provision of security for performances not yet rendered.

#### **V. Time of delivery**

- (1) Delivery dates and times will always only be approximate for us; they are not binding for us.
- (2) Our delivery obligation is suspended for as long as the ordering party is in default with an obligation.
- (3) Force majeure, in particular, interruptions in operations, exceeding the delivery time limits of sub-suppliers, lacking raw material, energy and staff, strikes, lock-outs, difficulties in procuring means of transportation, traffic congestions, dispositions by state agencies or lacking official or other permits required for the execution of delivery, release us from the obligation to perform for the term of the interruption and to the extent of its effect.
- (4) Should unforeseen events within the meaning of para. 3 considerably change the economic -meaning or content of our performance or considerably affect our operations, we have the right to rescind the agreement if we are not responsible for the interruption. The ordering party in this case is only entitled to claims for return. Further claims, in particular compensation claims, are excluded.
- (5) We are entitled to partial performance. Partial performances can be invoiced separately respectively.
- (6) Should we be in default with performance, the ordering party may rescind the agreement if it has given us an appropriate grace period and this period has lapsed without result. Should the default be limited to a partial performance, the ordering party may only rescind the entire agreement under the above prerequisites, if it has no interest in the partial performance.

#### **VI. Shipping, passing of risk**

- (1) The risk will pass to the ordering party at the latest upon dispatch of the goods. This also applies in the case of partial deliveries if we bear the shipping costs or if we ship the delivery. Shipping will occur in any case from our factory or warehouse at the risk of the ordering party. We do not assume any liability for damages and loss during transport.
- (2) Should shipping be delayed due to circumstances for which the ordering party is responsible, or at the ordering party's request, the risk will pass to the ordering party at the day on which notice of the readiness to ship is given.
- (3) Unless the ordering party has given special shipping instructions and they have been confirmed by us in writing, the mode and route of shipping is chosen by us. We are not obliged to insure the delivery.

#### **VII. Retention of title**

- (1) We reserve ownership of the goods delivered by us up until all claims under the business relationship, including all ancillary claims (amongst others, all outstanding balances under the current account) have been fully paid and until the bills of exchange and cheques issued for this have been cashed, even if the purchase price for specially designated claims has already been paid.
- (2) Processing or transforming the goods by the ordering party will always be effected on our behalf. Should processing involve goods not owned by us, we will then acquire co-ownership in the new product at the ratio of the value of our reserved goods to the total value at the time of processing. The transfer of possession will be replaced by the ordering party storing the new product free of cost with the care of a diligent businessman on our behalf.
- (3) Should the reserved goods be inextricably mixed with objects not owned by us, we will then acquire co-ownership in the new object at the ratio of the value of our reserved goods to the total value at the time of mixing. Should the mixing occur in a manner whereby the object of the ordering party is to be seen as the main object, then it is agreed that the

ordering party will transfer co-ownership to us. The ordering party shall hold sole or co-ownership for us which has been created in this manner.

- (4) The ordering party is entitled to resell the reserved goods in the normal course of business dealings. All claims arising from the sale of the reserved goods are assigned here and now by the ordering party, if applicable in the amount of our co-ownership share in the sold goods, in order to secure all of our claims arising from the business relationship, and regardless of whether the reserved goods are resold without or following processing and whether they are resold to one or several purchasers. We here and now accept this assignment. The ordering party is authorised to recover these claims even following assignment up until cancellation. Our authority to recover the claims ourselves remains unaffected by this. We undertake however not to recover the claim as long as the ordering party fulfils its payment obligations, does not default in payment and, in particular, does not apply to open insolvency proceedings and there is no cessation of payments. Should this however be the case, we may request that the ordering party informs us of the assigned claims and the name of the debtor, and furnishes all information necessary for the collection, surrenders the corresponding documentation and informs its debtors of the assignment.
- (5) Should the ordering party behave in contravention to the agreement, in particular if it defaults in payment, we are entitled to recover goods following a reminder and the ordering party is obliged to return them. Assertion of the reservation of title and the seizure of a delivery item by us do not signify rescission of the agreement.
- (6) Should the item subject to a reservation of title be seized by a third party, then the ordering party must inform us of this immediately, whilst submitting a copy of the seizure protocol (Pfändungsprotokoll). The ordering party shall bear the costs for intervention measures.
- (7) We are obliged to release the securities due to us upon request by the ordering party subject to -selection to the extent that their value does not exceed 10 per cent. of our claims to be secured.

#### **VIII. Warranty**

- (1) We are liable for defects in the goods as follows:
  - a) The ordering party must immediately inform us of defects in writing. The ordering party must report obvious defects within six days following receipt of the delivery item and hidden defects immediately following discovery.
  - b) The delivery item will be repaired or resupplied (supplementary performance) at our discretion, if it has a material defect or defect of title as a result of a circumstance verifiably before the transfer of risk. Replaced parts become our property. A warranty will be granted in the same manner for replacement parts and additional deliveries as for a delivery item. Should the supplementary performance fail, the ordering party is entitled according to its discretion to rescind the agreement or reduce the price and within the framework of the following clause X (Liability) is entitled to compensation.
  - c) The claims of the purchaser in the case of defects are reduced to a year from the commencement of the limitation period (=delivery of the purchased good).
  - e) We are not responsible for damages which occur as a result of natural wear and tear, improper or careless use, incorrect storage or inappropriate or incorrect use or as a result of non-observance of our processing instructions and/or instructions on use.

#### **IX. Other rights of the ordering party, rescission of the agreement**

- (1) Should unforeseen events within the meaning of section V. (3) occur or should the economic meaning or the content of the performance change significantly as a consequence, should such events have a considerable effect on our operations or the agreed performance following the conclusion of the -agreement prove to be impossible, we are entitled to adjust the agreement appropriately. If an -adjustment to the agreement is not economically feasible, we are entitled to completely or partly -rescind the agreement.
- (2) We are entitled to rescind an agreement, if the ordering party is overindebted or insolvent.

#### **X. Liability**

- (1) We are liable to the ordering party for damages which have occurred if we are guilty of causing damage intentionally or by gross negligence.
- (2) Furthermore, we are liable in the case of slight negligence for only up to the amount of the typically foreseeable damage for such damages which we, our legal representatives or vicarious agents have caused in breach of such an obligation which is essential for achieving the purpose of the agreement and in the strict adherence to which the ordering party should be able to trust (considerable obligation or „material obligation“).
- (3) Liability beyond the paragraphs stated above is excluded. This applies with regard to all compensation claims, independent of their legal ground, in particular also regarding claims resulting from the breach of an obligation prior to the agreement, claims regarding the breach of other obligations or due to tortious claims.
- (4) The aforementioned limitation of liability does not apply with regard to obligatory liability in the instance of injury to life, body or health according to the provisions of the German Product Liability Act (Produkthaftungsgesetz) as well as for assumed guarantees to the extent these should specifically protect the ordering party against such incurred loss and in other cases in which unlimited liability is prescribed by law.

#### **XI. Transferability of claims**

The ordering party may only wholly or partly transfer claims from an agreement with us to a third party with our prior written consent.

#### **XII. Set-off, retention**

Setting-off counterclaims against our claims is only permissible if the counterclaim is undisputedly -established by force of law or is recognised by us. Furthermore, it is authorised to assert a right of -retention to the extent that its counterclaim is based on the same contractual relationship.

#### **XIII. Place of performance, place of jurisdiction**

- (1) The place of performance for both contracting parties is Gärtringen.
- (2) Subject to the following sentence 2, the exclusive place of jurisdiction for all claims also from bills of exchange and cheques is Böblingen. We are, however, entitled to file a complaint against the ordering party at any other permissible court.

#### **XIV. Final provisions**

- (1) German law shall exclusively apply, unless compelling legal provisions oppose this. The application of the Uniform Laws on the Sale of Goods, in particular the Contract for the International Sale of Goods (CISG) is excluded.
- (2) Should individual provisions of this agreement be or become void, then the remaining provisions shall not be affected by this.

As of 2019/07