

General sale and delivery terms

1. Offers, orders

The seller's offers are non-binding and verbal agreements only bind the seller if he confirms them in writing or fulfils them by shipping the goods and invoice. All sales are subject exclusively to these terms of delivery. They become effective when an order is placed and as recognised by the purchaser no later than on acceptance of delivery or payment of an invoice related to it. Differences from this, in particular the purchaser's terms and conditions, are only effective if the seller has given his consent in writing.

2. Charging

The relevant prices charged on the delivery date apply. These are quoted ex works including packaging costs plus the statutory VAT. Price increases between the order date and delivery date entitle the purchaser to cancel the order within 14 days of being notified of the price increase. There is no right to withdraw if the price increase is based on an increase in freight charges or VAT. The weight determined as relevant for calculating charges is measured at the supplier's shipping department or by the railway authority's outbound weigh station, if requested by the purchaser.

3. Scope of delivery and acceptance

The seller is entitled to make partial deliveries. The purchaser is in this case obliged to pay for the quantity actually delivered. A delivery date is only considered approximate. The delivery day is considered the day on which the goods leave the factory or warehouse and if this day cannot be determined, the day on which they are provided to the purchaser. If, notwithstanding this, a firmly agreed delivery date is exceeded by more than 14 days, the purchaser is then entitled to set a subsequent delivery grace period of four weeks. If this subsequent delivery date is not adhered to, the purchaser may withdraw from the contract. The withdrawal must be announced in writing without delay and no later than within seven days of the end of the grace period. If the purchaser does not accept delivery of the goods, the seller is then entitled after setting a deadline of 14 days to withdraw from the contract.

4. Payment

Our invoices are due 30 days after the invoice date. If payment is delayed beyond this and in the event of deferral, the seller is entitled to demand interest in the amount imposed on him by banks for loans but at least amounting to 3% above the Federal Bank's discount rate, to refuse further delivery until payment is made or to cancel the contract. Bills of exchange shall be accepted only based on a separate agreement conditional on account of performance without liability for protest and timely presentation; discount charges, exchange fees and taxes are at the purchaser's expense; payments are only deemed effected when the amount has been credited to the seller's account. If, after acceptance of the order, doubts arise as to the purchaser's solvency or creditworthiness, the seller is entitled to demand his choice of either payment in advance or collateral security before delivery or to withdraw from the contract and demand reimbursement of his expenses from the purchaser. For export transactions the following also applies:

Commercial terms shall be interpreted in accordance with Incoterms 2010. Any fees, taxes and costs associated with the contract are borne by the purchaser. If it has been agreed that the seller pays the customs and import duties of the destination country, any increases in similar deductions between the order confirmation and delivery of the goods is at the purchaser's expense. If payment has been agreed in a non-German currency, any changes in the rates of this currency to the euro are in the purchaser's favour or at his expense.

5. Shipping

Any risk is transferred to the purchaser once the goods have been shipped or handed over to him. The seller shall determine the method of shipping and route. Additional costs due to the purchaser's special shipping requests are at his expense. The same applies to any increases in freight costs that are incurred after concluding the contract, unless non-freight delivery has been agreed.

6. Retention of title

The delivered goods shall remain our property (reserved goods) until final payment of all demands incurred or yet to be incurred based on the purchase contract, if payment is by bills of exchange or a cheque/bill of exchange process for as long as we ourselves are still a party under recourse. With multiple accounts receivable or an open account the retention of title is considered security for the outstanding balance, even if individual goods deliveries have already been paid. The customer is entitled to resell only under retention of title and only in the normal course of business but not to pledge, assign as collateral or any other extraordinary dispositions. The receivables from the resale shall be assigned to us already by mutual agreement. The customer may collect them but must leave collection to us if fails to comply with his obligations to us or becomes insolvent. The customer shall provide full to us support with collection. If the reserved goods are resold along with other goods, the agreed advance assignment shall only be equivalent to the value of the reserved goods. The customer shall undertake any processing on our behalf without any obligations for us arising from this. With any processing, combination, mixing or merging of the reserved goods with other goods, this establishes our co-ownership of the new item, specifically in the case of processing the value (= gross invoice value including secondary costs and taxes) of the reserved goods in relation to the value of the new item, in the case of combining, mixing or merging the value of the reserved goods in relation to the value of the other goods. If the customer is the sole owner, he shall cede co-ownership in proportion to the specified values to us already and shall store the goods for us free of charge. If the item is resold, the aforementioned advance assignment also applies to the buyer's receivables arising from the resale but only amounting to the value of the reserved goods. The buyer must take out appropriate insurance against all the usual risks to the reserved goods and treat them with care. Any claims arising from damages against the insurance to the value of the reserved goods are already assigned to us by mutual agreement. We must be notified in writing of any seizures of the reserved goods immediately. If the buyer defaults on payment or otherwise fails to comply with his contractual obligations, we may demand return of the goods and then dispose of them. This is not considered withdrawal from the contract. The buyer is liable for the difference between the purchase price and the

proceeds of sale. If the value of all the collateral exceeds the secured receivables by more than 20%, the buyer can demand his choice of release of collateral.

7. Reporting defects

The purchaser shall check the goods delivered for flawlessness, suitability for their intended use and incorrect quantities. If he fails to carry out this check, the seller has no further liability. The seller shall provide a warranty for identifiable and concealed defects in such a way that he chooses either to provide a discount, supply replacement goods without defects or take back goods in return for a refund of the purchase price. If the seller fails to make this choice, the purchaser has the right to do so. Compensation for damages is restricted to the value of the delivered goods. The purchaser must notify complaints in writing immediately but no later than 14 days after receiving the goods and in the case of concealed defects immediately after discovering the defect and no later than six months after delivery. The burden of proof that a concealed defect is involved rests with the purchaser. Once this deadline expires, warranty claims can no longer be asserted. The seller is not obliged to provide a warranty as long as the purchaser has not fulfilled his contractual obligations wholly or partly. The warranty obligation expires if the delivered goods have been modified, inappropriately treated or sold. For second choice goods no warranty is granted. With incorrect quantities the seller has the right to supply a replacement delivery or voucher. Rejected goods may only be returned with the seller's explicit consent. Its properties are not deemed assured either by sending a sample or signing specifications. The test results of an initial sample test report are not considered warranted characteristics.

8. Force majeure

Business disruptions, delays in supplying with raw materials, shortages of raw material, energy or labour, strikes, lockouts or other circumstances that cannot be averted despite reasonable care, exempt the seller from his obligation to provide service and the purchaser to accept it for the period and the extent they are in effect. If, due to the circumstances described, the delivery or acceptance of the goods is impossible or delayed by more than one month, the seller and purchaser are exempt from their obligation to supply or accept goods. In the case of partial or complete loss of sources of supply for the seller, he is not obliged to replenish stocks of goods from other suppliers. In this case the seller is entitled to distribute the available quantity of goods while taking account of his own needs.

9. Application-related technical advice

The application, use and processing of the goods ordered are exclusively the purchaser's responsibility. The seller's technical advice verbally and in writing is only considered non-binding information, including in relation to any trademark rights of third parties and does not exempt the purchaser from examining the products himself as to their suitability for the intended procedures and purposes. If liability on the seller's part should be considered, this is limited to the value of the goods supplied by the seller. Claims to this effect shall be asserted within a term of six months from the time of delivery.

10. Trademarks

It is not permitted when using the seller's products for fabrication purposes or further processing to use the seller's product names, in particular his trademarks on such goods or their packaging or in associated print and advertising materials especially as a description of stock without the seller's prior consent. The supply of products under a trademark is not intended as consent to the use of this trademark for the products made from them.

11. Miscellaneous

The place of fulfilment for delivery is the supplier's premises. The venue for payment is Burgbernheim. Jurisdiction for any disputes in connection with the supply and in bill of exchange / cheque processing is Neustadt / Aisch or the purchaser's usual jurisdiction should the seller so choose. Should individual provisions of these supplier terms be invalid, this shall not affect the validity of the remaining provisions. German law applies.

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