

General Terms and Conditions of Sale and Delivery for Commercial Transactions

1. Area of application

(1) These terms and conditions of business shall apply to merchants, legal entities under public law and special funds under public law (hereinafter: "Customer").

(2) Our deliveries, services and offers are effected exclusively on the basis of these terms and conditions of sale and delivery. These shall also apply to all future transactions with the Customer, if they are legal transactions of a similar or related type.

(3) Any terms and conditions of business or purchase on the part of the Customer are hereby rejected.

2. Offer and conclusion of a contract

(1) Our offers are subject to confirmation and non-binding, unless we have these expressly designated them as binding.

(2) We may accept an order of the Customer, which may be qualified as an offer to conclude a contract, by sending a written confirmation within two weeks or by carrying out the contractual service within the same period.

(3) Drawings, illustrations, dimensions, weights or other performance data are only binding if explicitly agreed in writing.

3. Delivery

(1) Our delivery obligations are subject to the condition of the correct and timely supply by our own suppliers, unless we are responsible for the incorrect or delayed supply by our own suppliers.

(2) We are entitled to provide partial deliveries or partial services only if they serve the Customer's interest according to the contractual purpose and they do not give rise to any significant additional expenses for the Customer.

(3) Any information on delivery times is approximate, unless otherwise agreed with the Customer. Delivery times commence only after the complete clarification of all details concerning performance, and require the timely and orderly fulfillment of the Customer's obligations.

(4) If the Customer is in delay with the call-up, acceptance or collection of the goods, we shall be entitled to demand compensation for the losses that accrue to us; if there is a delay in acceptance, the risk of accidental deterioration and accidental loss passes to the Customer.

(5) In the event of a delay in delivery that we have caused without intent or gross negligence, we shall be liable for each complete week of delay, within the framework of lump-sum compensation for delay, in the amount of 3% of the delivery value, but no more than a maximum of 15% of the delivery value.

(6) Further statutory claims and rights on the part of the Customer based on a delay in delivery shall remain unaffected.

4. Prices and payment

(1) Our prices are quoted ex works or ex stock, and are subject to the addition of freight and applicable sales tax.

(2) We charge for the packaging customary for transport/shipping at cost price, unless otherwise agreed with the Customer.

(3) Our invoices are due for payment immediately and without any deduction.

(4) The Customer may set off our claims only with undisputed claims, claims that we have recognized or claims that have been legally established. The Customer is entitled to exercise a right of retention only insofar as its counterclaim is based on the same contractual relationship.

(5) If the Customer is in delay with a payment, the statutory provisions shall apply.

5. Passing of risk upon shipment

(1) If the goods are shipped to the Customer upon its request, the risk of the accidental loss or the accidental deterioration of the goods passes to the Customer upon their dispatch, no later than their departure from the factory/warehouse. This applies regardless of who bears the freight costs.

(2) If the shipment is delayed at the Customer's request, the risk passes to the Customer with the notification of the readiness to deliver.

6. Retention of title

(1) Until the final payment of all claims that have arisen or will arise on the basis of the commercial relationship, the goods shall remain our property (reserved goods). If there are multiple claims or there is an open account, the retention of title is deemed to be security for the balance claim, even if individual deliveries of goods have already been paid for.

(2) If the Customer conducts itself in a manner contrary to the contract, such as delaying payment, after the prior setting of a reasonable period we shall have the right to take back the reserved goods. If we take back the reserved goods, this shall constitute a withdrawal from the contract. We shall be entitled to utilize the reserved goods after a withdrawal. After deducting a reasonable amount for the cost of utilization, the utilization proceeds are to be set off against the amounts owed to us by the Customer.

(3) Upon any third-party recourse to the reserved goods, in particular an attachment, the Customer shall inform such third party of our ownership and notify us immediately, to allow us to enforce our ownership rights.

(4) The Customer is entitled to process and sell the reserved goods in the ordinary course of business, as long as it is not in default. Any pledging or transfer of ownership by way of security is not permissible. The Customer hereby assigns to us by way of security, to the full extent, any claims that arise from any resale or any other legal grounds (insurance, tort) regarding the reserved goods.

We revocably authorize the Customer to collect the receivables assigned to us for its account in its own name. The authorization to collect shall expire if the Customer does not comply with its payment obligations on an orderly basis, if the Customer is experiencing financial difficulties, if judicial execution proceedings are taken against it, or if judicial insolvency proceedings with regard to its assets have been initiated or their initiation has been rejected for lack of assets.

(5) Any processing or reworking of the goods shall always be carried out on behalf of us as manufacturers, but without any obligation on our part. If the delivery items are processed with other items that do not belong to us, we shall acquire co-ownership in the new item in the proportion of the value of the delivery items to the other processed items at the time of processing. If the delivery items are combined or inseparably mixed with other items that do not belong to us, we shall acquire co-ownership in the new item in the proportion of the value of the delivery items to the other combined or mixed items. If, upon a combining or mixing, the Customer's item is to be considered the main item, it shall be deemed agreed that the Customer transfers co-ownership in the new item to us on a proportionate basis. The Customer shall look after the resulting jointly owned property for us.

(6) We are obligated to release the secured items to which we are entitled to the extent that the realizable value of our secured items exceeds the claims to be secured by more than 10%; the selection of the secured items to be released is incumbent on us.

7. Warranty

(1) Upon a breach of a contractual obligation, the Customer shall be entitled, in respect of us, to the statutory rights in accordance with the following provisions.

(2) The Customer shall be entitled to warranty claims only if it has complied with its duties of investigation and notification of defects under § 377 of the German Commercial Code (*Handelsgesetzbuch*).

(3) If there is a substantiated and timely notification of a defect during the warranty period, the Customer shall have a claim to subsequent performance; the decision regarding the type of subsequent performance - the remedy of the defect or the delivery of a defect-free item - is incumbent on us. If the subsequent performance fails, or further attempts at subsequent performance prove unreasonable for the Customer, the Customer shall be entitled to reduce its payments or withdraw from the contract.

(4) If a claim is asserted against the Customer by its customer or a consumer based on a defect in the delivered goods, which defect already existed upon the passing of the risk, or by a consumer that has brought a complaint as an ultimate customer, the Customer's statutory recourse claims against us under §§ 478, 479 of the German Civil Code (*Bürgerliches Gesetzbuch*, "BGB") shall remain unaffected.

(5) The Customer may assert claims for damages based on a defect under the conditions governed in number 8 only if the subsequent performance has failed, or we refuse to provide subsequent performance. The Customer's right to assert further damage claims under the conditions stipulated in (8) shall remain unaffected.

(6) Only the Customer shall be entitled to any claims against us based on defects. Such claims are not assignable.

(7) The period of limitation for warranty claims is one year after the passing of the risk. This shall not apply insofar as the law prescribes longer periods under § 438(1)(2) (buildings and items used for a building), §§ 478, 479 (recourse to suppliers) and § 634 (a)(1)(2) (construction defects) of the BGB or in cases of death, injury or impaired health, upon an intentional or grossly negligent breach of a duty on our part or upon a fraudulent concealment of a defect.

8. Liability

We are liable for damages only to the extent that they are based on a breach of a material contractual obligation or on intentional or grossly negligent conduct by us, our legal representatives or our vicarious agents. If a material contractual obligation is breached by simple negligence, our liability shall be limited to foreseeable damages that are typical for such contracts. A material contractual obligation is an obligation the fulfillment of which is essential for the proper implementation of the contract and the observance of which the Customer has relied on and may rely on.

Any liability for damages going beyond this is barred. Liability based on culpable death, injury or impaired health under the statutory provisions shall remain unaffected. This also applies to the mandatory liability under the German Product Liability Act (*Produkthaftungsgesetz*).

9. Place of performance / court of jurisdiction / applicable law

(1) The place of performance for all delivery obligations on our part and for the other contractual obligations incumbent on both parties is Laudenbach.

(2) This agreement and these terms and conditions along with the entire legal relationship between the Customer and us are subject to the law of the Federal Republic of Germany, to the exclusion of all references to other legal orders and international treaties. The application of U.N. sales law is barred.

(3) Weinheim is the court of jurisdiction for all disputes arising from this contractual relationship. However, we are also entitled to bring suit against the Customer at its place of business.

effective 13.07.2017