

GENERAL BUSINESS TERMS AND CONDITIONS



1. Validity

All business relationships are based upon these sales, delivery and payment terms and conditions. Any deviating agreements, including conflicting business terms and conditions of the Customer, shall apply only upon being confirmed in writing.

2. Offer and order confirmation

2.1 Our offers are non-binding. Any delivery agreements derived from these offers shall only become valid if we have confirmed them in writing or they are fulfilled by a delivery. All data, such as dimensions, weight, illustrations, descriptions and drawings, including those of the manufacturer, are only binding for us if this is expressly agreed in

2.2 The agreed quality shall be stated exclusively upon our written order confirmation. Our representatives and salaried employees are not entitled to render oral offers, agreements and commitments. Such are only then binding for us after written confirmation is made.

3. Prices

Our price lists at the point in time of the delivery shall apply. Confirmed prices shall apply only to acceptance of the confirmed quantities. Any sales prices we have offered in writing shall then be considered to be fixed prices if our offer is promptly – nonetheless no later than within 5 days – accepted in unamended fashion by means of a written order.

4. Packaging, shipping, insurance

Packaging costs shall be billed separately. Shipping shall be made at the expense and risk of the Customer. Transport insurance shall be concluded only at the request and expense of the Customer.

5. Delivery, cancellation, return

5.1 We shall be entitled to make partial deliveries.

5.2 We shall not assume the procurement risk. In the event of delayed or defective self-delivery, we shall be entitled to withdraw from the agreement. The same shall apply for other delays for which we are not responsible, such as disruptions in the business operations of our own supplier. In this case, we shall promptly notify the Customer of the non-availability of the goods and promptly repay any payments the Customer has made.

5.3 In the event that there are outstanding amounts owed, we shall be entitled to withhold the delivery.

5.4 In the event that the delivery is delayed owing to force majeure or extraordinary events such as labour struggles, governmental directives, traffic disruptions, etc., the delivery timeframes shall be extended accordingly.

5.5 In the event of a delayed delivery, the Customer shall only then be entitled to withdraw from the agreement if, after the lapsing of the delivery timeframe, it has submitted a written warning letter regarding the delivery and the delivery is not then made within one month after the receipt of the warning letter.

5.6 If the Customer does not accept the delivery, we shall be entitled to withdraw from the agreement after providing 14 days' notice and to demand damage compensation. In the event that we withdraw from the agreement and without being required to document concrete damages suffered, we shall be entitled to demand 15% of the purchase price. The right to assert actual damages shall remain unaffected by this. However, the Customer shall be entitled to document that we have suffered lower or no damages.

5.7 The goods may be returned to us only upon our prior consent (return). In this case, the Customer must pay 15% of the value of the returned goods and the return costs. Return is excluded for custom-built products and special orders.

6. Payment

6.1 Payments shall be due and payable in accordance with the payment due date specified upon our invoice, otherwise upon acceptance of the goods. We shall be entitled to demand advance payment or the provision of security for confirmed orders in order to secure the purchase price amount.

6.2 Regardless of any more substantial damage compensation claims, we shall be entitled in the event that the payment timeframe is not met to demand interest in the amount of 8% above the respective base lending rate in accordance with Section 247 BGB [German Civil Code].

6.3 Rights of offsetting and retention upon the part of the Customer are excluded unless its claim is undisputed, acknowledged or legally established or based upon the same contractual relationship. Section 320 BGB shall not be affected by this provision.

6.4 Even if we receive instructions to the contrary, we may offset incoming payments against older invoices.

7. Retention of ownership

7.1 We reserve the rights of ownership to the supplied goods until the receipt of all payments from the existing business relationship with the Customer. The retention of ownership also shall continue to apply for checks and bills of exchange or lading until they are honoured in full.

7.2 The Customer shall be obliged to store our reserved goods separately. The Customer shall secure our ownership. Until cancellation the Customer shall be entitled to sell, mount, process or exploit the goods supplied in customary business operations.

7.3 The Customer shall already now assign to us all payment claims existing from the resale, mounting or other legal grounds in connection with the processing or exploitation of the goods. The assigned payment claims shall serve as security for all payment claims from the business relationship with the Customer. The Customer may not agree to any assignment ban. It shall remain entitled to collect the payment claims assigned to us until this privilege is revoked. The authorisation to collect shall also lapse without any express revocation if the Customer discontinues its payments. In this case and upon our request, the Customer must promptly disclose to us to whom it has sold the goods and to which payment claims it is entitled from such goods. Furthermore, it must notify any third-party debtors of the assignment of the payment claim. We may ourselves make notification to the Customer's end customer of the assignment of the payment claim to us and then collect this payment claim ourselves.

7.4 In the event of delayed payment, the discontinuation of payments or the violation of any obligation derived from the reservation of ownership, the entire remaining amount owed shall become immediately due and payable. In these cases and without any prior legal action being required, the Customer shall be obliged to return the goods.

7.5 The processing or reworking (Section 950 BGB) of the purchased goods by the Customer shall always be undertaken for us. In the event that these goods are processed with other goods not belonging to us, we shall acquire co-ownership to the new goods, in the proportion of the invoiced value of the reserved goods to the value of the other processed goods at the time of the processing. Otherwise, the same shall apply for the new goods created from the processing as for the reserved goods.

7.6 We shall be obliged to transfer to the Customer ownership to goods and payment claims assigned to us upon the Customer's request if their value exceeds the value of our overall payment claim by 10%.

8. Warranties

8.1 Warranties of the Customer shall require that it has properly fulfilled its obligations to examine and make notification of defects in accordance with Section 377 HGB [German Commercial Code]. Goods which are sold as being of lower quality shall not be covered by warranty. The warranty obligation shall cease to apply if the supplied goods are modified or handled in an improper manner. A warranty for mounted goods shall exist only if the Customer has thoroughly examined the goods for defects immediately before assembly and the defect already existing upon transfer was also not able to be discovered during this examination.

8.2 If a defect is present during the transfer of risk, then the warranty shall be primarily restricted to the rectification of the goods whereby we shall also be entitled to make a compensation delivery. We shall assume the expenditures required for the fulfilment of compensation performance only up to the amount of the costs which are incurred for the compensation performance at the place of destination. After a third unsuccessful attempt at rectification, the Customer shall have the right to demand the delivery of a flawless object, to reduce the purchase price or withdraw from the agreement.

8.3 The warranty shall cease to apply if the Customer itself attempts to eliminate defects to the purchased object without our approval. Furthermore, we shall be obliged to provide a warranty only if the Customer has at least paid the purchase price to the extent that it corresponds to the value of the defective delivery.

8.4 Warranty claims in accordance with Section 437 BGB shall become statute-barred one year after the delivery of the goods. This shall not apply in the event of loss of life, physical injury or damage to health and in the event of intentional wrongdoing or gross negligence, the malicious failure to disclose a defect as well as in the event of claims which are subject to the statute of limitations period in accordance with Section 438 Para. 1 Nos. 1 and 2 BGB.

8.5 Legal claims of recourse shall exist only to the extent that the Customer has not concluded any agreements with its end customers which extend beyond the statutory claims for defects. The claims for reimbursement of expenditures in accordance with Section 478 BGB shall be met through the issuance of a credit voucher.

9. Liability restrictions

9.1 Except in the event of defective goods, the right of rescission of the Customer shall be restricted to contractual violations for which the Supplier is responsible.

9.2 We shall be liable only in case we provide a guaranty [Section 444 BGB], for cases of intentional wrongdoing or gross negligence, for the negligent violation of cardinal obligations and loss of life, physical injury or damage to health. In the event of the violation of cardinal obligations owing to simple negligence, we shall be liable only for contractually typical, financially foreseeable damages. In the event of simple negligence, we shall not be liable for production disruptions and lost profits. Any change in the burden of proof to the detriment of the Customer shall not affect the aforementioned provisions.

10. Agreement regarding the statute of limitations

The Customer's claims owing to a contractual violation which neither led to loss of life, physical injury or damage to health nor were committed owing to gross negligence or intentional wrongdoing shall become statute-barred one year after the creation of the claim and the cognizance of the Customer of the circumstances substantiating the claim and the debtor's person. The cognizance of the Customer shall equate to the grossly negligent ignorance of the aforementioned circumstances (Section 199 BGB).

11. Solvency and creditworthiness

All our payment claims shall become immediately payable if the payment terms and conditions are not adhered to or we become aware of circumstances which are suitable for reducing the creditworthiness of our Customer in accordance with commercial factors. In this regard, documentation thereof shall be considered to be particularly information provided by a credit reporting agency or a bank; the Customer may not demand the disclosure of such information to it. In the event that payments are discontinued, the Customer must promptly surrender to us the proceeds from any collected payment claims which have been assigned to us. Otherwise, No. 7 Para. 4 shall apply.

12. Legal venue and place of performance

The legal venue is Freising. The place of performance is Echting if nothing to the contrary is expressly stated on the order confirmation.

13. Applicable Law

For all contractual relationships German law shall exclusively apply, with the exception of the rules of conflict of law and the UN Convention on Contracts for the International Sale of Goods ("CISG").

14. Legal validity

In the event that one or more provisions of these terms and conditions or of the delivery agreement are invalid, then the validity of the remaining terms and conditions shall not be affected by this. The invalid provision must be replaced by a provision agreed between the parties which most closely corresponds to the commercial purpose of the agreement and in any case does not conflict with its remaining provisions. The same shall apply for any gaps or omissions.