

1. Scope

Our deliveries and services exclusively take place under the following General Terms and Conditions, even if we do not refer to them in future with a constant business relationship. Our General Terms and Conditions are acknowledged by order placement or acceptance of the delivery. They also apply to all future business relationships, even if they are not explicitly agreed again. Only our GTC shall apply; any general terms and conditions of the purchase shall not apply, unless we do confirm their validity explicitly in writing. Our GTC are always applicable in their latest version, which is published on the Internet.

2. Contract conclusion

- Our offers are subject to change. Drawings, illustrations, weights, quantities and other dimensions contained in or included with the offer are only comprised of approximate values. Excesses and shortfall of the ordered quantity for each individual item in the delivery in the amount of up to 10% with regular versions and up to 20% with customised versions are admissible.
- Contracts between the purchaser and ourselves as the seller are bindingly concluded with our written order confirmation. The order confirmation determines the content of the contract. Changes and amendments to the contract must be in written form in order to be valid.
- All offer documents (including possible calculation and cost estimates) provided to the purchaser shall remain our property. They may neither be duplicated nor passed on nor made accessible to third parties without our consent. Transfers of the purchaser's rights and duties to third parties require our written consent.

3. Delivery

- The delivery dates specified in the offers are deemed as being non-binding until they are bindingly agreed during the course of a validly accepted offer. A delivery period that is agreed in this way begins with receipt of the order confirmation by the purchaser, however, not prior to provision of the documents, approvals, releases, information and an arranged deposit payment by the purchaser, for implementation of the order.
- The delivery period shall be deemed as having been met, if by the end of the agreed delivery period, the purchaser is notified that the delivery has been shipped or is ready for handover.
- Delivery delays due to force majeure, strike, unforeseeable operational disruptions, delays in delivery by upstream suppliers, transport bottlenecks, raw material shortages, official measures and other circumstances for which we are not responsible shall provide grounds for appropriate changes to the delivery dates and periods.
- In the event of any delivery delay, the purchaser shall be entitled to refuse acceptance of the delayed delivery, after the expiration of an adequate grace period, which he shall set in writing, which must amount to at least two weeks. Furthermore, the purchaser shall not be entitled to any claims against us in the aforementioned cases.
- In the event of service delay or impossibility of the delivery, any of the purchaser's claims to damages shall be limited to the foreseeable loss. The aforementioned liability limitation shall not apply, if the reason for the service delay/impossibility of the delivery is due to wilful acts or gross negligence by one of our legal representatives or one of our agents.

4. Shipping and transfer of risk

- Insofar as nothing is agreed otherwise, shipping shall take place at the purchaser's expense.
- Insofar as nothing is agreed otherwise, the risk, including seizure in any – also with FOB and CIF - transaction shall transfer to the purchaser with the handover of the goods to the freight forwarder or freight carrier, however no later than upon leaving the factory or our warehouse. Transport insurance shall only be taken out at the explicit request of the purchaser and at his expense.
- We are entitled to freely choose the packaging or means of transport, as well as the type of shipping, to the exclusion of any liability, using the objectively most effective option, provided that the purchaser does not specify in good time prior to the end of the delivery period. The purchaser is bound to conditions of the shipping and insurance companies involved in the shipment.
- We will provide any insurance (inter alia for transport, packaging, storage) only upon explicit request by the purchaser and at the purchaser's expenses.

5. Prices and payment terms

- All of the prices stated in our offers and confirmation letters are net prices plus the possibly applicable statutory value-added tax under German law.
- Costs for packaging, insurance, freight and other ancillary costs, which arise with export and import of the goods, such as an export bonus, export tax, customs duties and other levies or surcharges, shall be borne by the purchaser, provided that a different agreement has not been concluded in writing.
- The invoice amount is payable within 30 days of the invoice date without any deductions, provided that a different agreement has not been concluded in writing.
- Bills of exchange are only accepted on the basis of a specific agreement. Unless otherwise agreed in writing, the acceptance of cheques or bills of exchange shall only be deemed as payment after redemption.
- The customer shall enter into default if he has not settled the invoice amount within the agreed period, without any deductions. The credit of the invoice amount on our account shall be relevant. From the start of default, we shall be entitled to charge interest of 8% above the relevant, valid base interest rate plus value-added tax. We reserve the right to claim a verifiable, higher interest loss. Furthermore, in the event of payment default, the costs associated with collecting the claim out-of-court and/or through the court shall be paid by the purchaser.
- In the event that the purchaser enters into default with the settlement of an invoice, we shall be entitled to demand immediate payment of all other existing claims against him, notwithstanding the previously agreed, different payment dates. In this case, we shall also be entitled to refuse to perform the service, withdraw from the contract or demand advance payments or security until all outstanding invoices are settled. This also applies, if we become aware of circumstances that are suitable for putting the purchaser's creditworthiness into question, such as with non-redemption of bills of exchange or cheques or other payment default.
- The purchaser can only assert a right of retention if it is based on the same contractual relationship. He is only entitled to setoff, if the counterclaim is acknowledged by us or has been legally established.

6. Warranty and liability for delivery defects

- After receipt, the purchaser shall inspect the goods thoroughly for completeness and immaculate condition; all identifiable defects within the context of this inspection, including incorrect deliveries or lower quantities, shall be reported to the seller immediately in writing, however, no later than within 7 days after the goods arrive. Defects that are not immediately identifiable shall be immediately reported in writing after their discovery, however, no later than within 3 days after their discovery. In any case, any Defect must be notified to us in writing no later than 6 months after transfer of risk. In the event that the purchaser does not fulfil his complaint duty within these aforementioned time limits, his defect claims shall lapse.

Warranty claims in relation to defective goods shall also be excluded if the purchaser sells the goods on or has processed them after he discovered the defect, or should have discovered it.

- We shall owe supplemental performance for defective deliveries, whereas we can decide whether the supplemental performance is fulfilled through improvement or new delivery. The purchaser is required to accept the supplemental performance. If the supplemental performance fails or is unreasonable, the purchaser shall have the option to withdraw from the contract. The supplemental performance shall be deemed as having failed after the second unsuccessful attempt. Supplemental performance shall particularly be deemed as unreasonable for us if it is only possible with disproportionate costs.
- The seller reserves the right to measurement deviations in accordance with the GKV testing and evaluation clause.
- All contractual claims against us shall expire one year after delivery of the item, unless otherwise agreed. In the case of only negligent breach of duty by us or by our bodies and agents, our liability shall be limited to the foreseeable, typically occurring loss.
- Those claims that are based on gross negligence or wilful acts or compensation for bodily injury or damage to health do not fall under the aforementioned expiration period.
- Labelling and descriptions of our goods takes place in accordance with standard commercial practice. We provide processing documentation, advice and recommendations according to the best of our knowledge. However, we do not assume any liability for the suitability of the goods for the purpose envisaged by the purchaser, as the different types of processing and the requirements for use are not foreseeable for us in detail.

7. Reservation of ownership

- Our deliveries shall remain our property (goods subject to reservation) until complete payment of all claims, particularly also current account balance claims that arise during the course of the business relationship. This also applies if payments are made on claims that are specified.
- Processing and handling shall take place on our behalf, to the exclusion of acquisition of ownership by the purchaser in accordance with § 950 BGB [German Civil Code], without obligating us. The handled goods shall only serve as our security in the amount of the invoice value of the goods subject to reservation.
- In the case of processing with other goods by the purchaser, we shall be entitled to co-ownership of the new item – in the proportion of the value of the goods subject to reservation to the invoice value of the other goods used.
- If our ownership should lapse as a result of combining or mixing, the purchaser shall transfer the ownership rights to which he is already entitled to us with regard to the new product or goods, in the amount of the invoice value of the goods subject to reservation. He shall store it at no cost to us. The subsequently arising co-ownership rights shall be deemed as goods subject to reservation in accordance with clause 7.
- The purchaser shall only be permitted to sell our goods subject to reservation in the ordinary course of business and as long as he is not in default. The seller shall only be entitled and authorised to sell the goods subject to reservation under the condition that the purchase price claim from the onward sale is transferred to us. He is not entitled to dispose otherwise of the goods subject to reservation.
- The purchaser's claims from the onward sale of the goods subject to reservation are now already assigned to us, regardless of whether the goods subject to reservation are sold on without or after processing and whether they are sold on to one or several buyers. The assigned claims serve as security in the amount of the value of the relevant sold goods subject to reservation, as well as the relevant current account balance claim.
- If the goods subject to reservation are sold by the purchaser together with goods that do not belong to us, without or after processing, the assignment of the purchase price claim shall only apply in the amount of the value of the goods subject to reservation, which are the subject matter of this purchase contract with these goods or part of the purchased subject matter.
- If the goods subject to reservation are used by the purchaser to fulfil a contract for labour and contract for labour and materials, the claim from the contract for labour or contract for labour and materials shall be assigned to us in the same amount in advance, as determined for the purchase price claim.
- Retraction of the goods subject to reservation shall not be deemed as withdrawal from the contract. The latter shall only apply if we explicitly declare this in writing. We are obligated to set a grace period prior to retraction.
- In all of the aforementioned cases of extended reservation of ownership, we shall release proportional payments made/received for the claims assigned to us, as well as our ownership of our goods, in order to avoid inadmissible excess security.

8. Copyright

- All costs for drawings and tooling shall be borne by the purchaser.
- The purchaser shall only be liable for any breaches of patents, prototypes, designations and similar rights insofar as he has acted culpably.
- Proofs shall be examined by the purchaser for typographical and other errors and return to us, having been declared as ready for printing. Changes that are notified by telephone require a written confirmation.
- The manuscripts, originals, printed documents, print media, printed items, etc., which are third-party property, shall be stored at the purchaser's risk. The purchaser is responsible for concluding a relevant insurance policy.

9. Export

Observance and implementation of the relevant foreign trade regulations and other laws of the country to which delivery is intended, shall fall within the customer's responsibility. The customer must point out special features to us, which arise from these regulations. The customer shall be liable for any damages resulting from the breach of legal provisions. Notwithstanding this provision, the customer must obtain the possibly necessary import and export permits himself.

10. Data protection

We point out that the customer's personal data acquired within the context of the business relationship shall be stored by us in accordance with the provisions of the Federal Data Protection Act (§§ 27 et seq. BDSG).

11. Place of performance, legal venue and applicable law, final provision

- The place of performance for the delivery is Aschersleben and for the payments is Frankfurt/Main.
- The legal venue for all claims arising from the contractual relationships is at the registered office of our company.
- The contractual relationship is subject to the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- If one of the aforementioned terms and conditions is invalid, this does not affect the validity of the remaining terms and conditions. The parties undertake to agree on a new clause to replace the relevant invalid provision, which comes closest to the intended purpose; this also applies to possible regulatory loopholes.

Aschersleben, 6 September 2016