

Terms and Conditions of Supply and Payment

1. Scope

1.1. These Terms and Conditions of Supply and Payment for Exports apply to all contractual agreements between ourselves and parties placing orders with us which have their registered offices or the branch involved with the contractual agreement outside the territory of the Federal Republic of Germany. That branch which concludes the contractual agreement in its own name shall respectively apply.

1.2. These Terms and Conditions of Supply and Payment for Exports shall not apply if the party placing the order acquires the goods for personal use or use in a family or household and we knew or should have known such upon the conclusion of the agreement.

1.3. If the party placing the order's terms and conditions of purchase differ from these Terms and Conditions of Supply and Payment for Exports, such terms and conditions of purchase shall only apply if such are expressly confirmed in writing by ourselves. Counter-confirmations by a party placing an order citing its own terms and conditions are herewith expressly contested and rejected.

1.4. Our Terms and Conditions of Supply and Payment shall also apply exclusively and without restriction even if we effect supply to the party placing the order without reservation in awareness of contrary or differing terms and conditions of the party placing the order.

2. Conclusion and subject of the agreement

2.1. Any and all of our offers are non-binding.

2.2. Models, illustrations, drawings, colour tones, etc., that are contained in catalogues, brochures and other printed matter may differ slightly from the features of the products to be supplied as a result of printing technology; such differences shall not be deemed to constitute defects.

2.3. Illustrations and drawings relating to our goods in brochures, written advertising material and on price lists as well as the data contained therein, e.g. on material, dimensions or shape, shall only become a legally binding part of the agreement if the agreement expressly makes reference to such. Information on product features shall not be deemed to constitute an assumption of guarantee.

2.4. The party placing an order shall notify us prior to the conclusion of the agreement if the goods to be supplied are supposed to be suited solely for regular use or are to be used under unusual or special conditions or if the goods are to be used in any conditions posing a health, safety or environmental risk or the goods will be subject to increased demands or if use of the goods could be associated with unusual possibilities for damage or unusual amounts of damage which the party placing the order is aware of or should be aware of.

3. Custom-made products

3.1. Custom-made products shall be deemed to designate all models that deviate from the models referenced in the respectively valid catalogue or brochure. This especially applies with regard to colours.

3.2. Orders for custom-made products without exception require written confirmation by both parties in the information on the design, dimensions, etc.

3.3. The party placing the order shall not acquire any rights to tools by virtue of paying remuneration for costs or shares of costs for the creation or acquisition of tools; we shall retain title to tools.

3.4. Requested samples shall only be supplied subject to charge.

3.5. We shall not be liable for defects that emanate from documents submitted to us by the party placing the order with respect to custom-made products.

3.6. If the custom-made product is manufactured based on drawings, models or other information provided by the party placing the order, we shall not be liable for the violation of third-party protective rights. The party placing the order here-with indemnifies us with respect to claims by third parties.

4. Minimum order value and prices

4.1. The minimum order value for initial orders is EUR 150.00 plus taxes and customs duties. The minimum order value for all subsequent orders is EUR 25.00 plus taxes and customs duties.

4.2. Prices do not include possible additional charges such as duties, taxes and other levies and, if nothing to the contrary results from the confirmation of contract and number 5.1 below, apply EXW (Incoterms 2010) from our plant in Wutöschingen not including freight and packaging costs.

5. Freight and packaging costs

5.1. By way of deviation from EXW (Incoterms 2010), consignments having an order value of at least EUR 250.00 not including taxes and customs duties shall be shipped free domicile in Germany and franco frontier to foreign countries.

5.2. The weights and piece numbers determined upon shipment shall apply in the calculation of freight costs.

5.3. Packaging costs shall be charged at the usual rates in this line of business.

6. Delivery and transfer of risk

6.1. EXW (Incoterms 2010) from our plant in Wutöschingen shall apply to delivery and transfer of risk even if we assume the freight costs unless a special delivery clause has been agreed upon.

6.2. If the goods are transported to the party placing the order, such shall be at the risk of the party placing the order. In this case risk shall be transferred to the party placing the order at that point in time at which the first carrier takes on the goods. If the goods are ready for shipment and shipment is delayed for reasons for which we are not responsible, risk shall be transferred to the party placing the order upon receipt of the notice of readiness for shipment.

7. Delivery periods, non-availability of performance and delay

7.1. The delivery periods stated are generally non-binding.

7.2. A bindingly committed delivery period shall commence upon the date on which our confirmation of order is sent, but at the earliest at the point in time at which all

documents and data to be provided by the party placing the order are received by us.

7.3. The delivery period shall be deemed to have been adhered to if the goods leave the plant before the delivery period expires or notification has been provided that the goods are ready for shipment.

7.4. If we are unable to meet binding delivery periods in whole or regarding part of the goods to be delivered, we shall notify the party placing the order without undue delay and at the same time notify the party placing the order about the probable new delivery period. If the good to be delivered is still not available before the expiry of the new delivery period for reasons for which we are not responsible, we shall be entitled to cancel the agreement in whole or in part; we shall repay any counter-performance already rendered by the party placing the order without undue delay.

7.5. In any case a claim to compensation for late delivery on the part of the party placing the order shall be subject to the requirement that the party placing the order has set us a reasonable grace period and we have not effected delivery within this period.

7.5. The legal rights of the party placing the order shall otherwise remain unaffected. We shall only bear liability, however, if we are responsible for the delay and only within the framework of no. 11 below. We shall in particular not be responsible for delivery not being effected to us in due time by our suppliers.

8. Terms and conditions of payment

8.1. The party placing the order shall review all invoices without undue delay after receiving such to make sure that they are correct and complete. Any objections to invoices shall be issued in writing within a period of one month after their receipt. Failure to state objections in due time shall be deemed to constitute approval of the invoice.

8.2. Our invoices shall be due for payment within 10 days with a 2% discount or within 30 days of the respective invoice date net. The date when payment is credited to the account stated

for payment on the invoice shall apply in determining whether payment has been effected in due time by the party placing the order. The party placing the order shall bear all additional costs that arise in connection with the selection of the means of payment.

8.3. If the party placing the order fails to pay the purchase price in due time, we shall be entitled notwithstanding other legal recourse to charge interest on arrears in the amount of 9 percentage points above the respective base interest rate of the European Central Bank. We reserve the right to claim damage going above and beyond this.

8.4. We shall be entitled to transfer our claims emanating from the business relationship with the party placing the order for the purposes of factoring.

8.5. If payment is rendered with a bill of exchange, the party placing the order shall bear the costs of such, in particular discounting and collection charges. No discount shall be granted if payment is effected by bill of exchange.

8.6. Costs of a bill of exchange that has been invoiced shall be due for payment immediately without any deductions.

8.7. Bills of acceptance and bills of exchange shall only be deemed to constitute payment after their redemption.

8.8. Setting off or netting amounts shall only be possible in the case of counter-claims that are based on the same legal relationship, that have been effectively established by a court of law or government authority, or are uncontested or recognised.

8.9. The party placing the order shall only be entitled to exercise a right of retention if its counter-claim is based on the same legal relationship.

8.10. We shall be entitled to credit payments effected by the party placing the order to older debt of said party.

9. Examination and notification of non-conformity obligation

9.1. The party placing the order shall properly examine the goods or have the goods properly examined without undue delay.

9.2. Shipping papers may not be signed (including subject to reservation) before the number of boxes delivered has been compared with the information contained in the shipping papers. Boxes that are missing or damaged must be noted with precise information on such being provided on the shipping papers and be confirmed by the freight carrier driver by means of a clearly identifiable signature.

9.3. Our liability for the goods violating the agreement shall cease to apply without the party placing the order for this reason being able to exonerate itself if the party placing the order fails to notify us about such violation of the agreement in writing within a period of 7 working days (Saturdays shall not be deemed to constitute working days) after it determines such or should have determined such while precisely stating the type of violation of agreement. Written notification of lack of conformity by the party placing the order must have been sent by the party placing the order within the aforementioned period; above and beyond the notice of lack of conformity being sent in due time, such must also actually be received by us.

9.4. If after a notice of lack of conformity is issued by the party placing the order no violation of the agreement can be identified, the party placing the order shall reimburse us for the costs incurred in connection with the inspection of the goods.

9.5. The party placing the order shall at any rate lose the right to claim lack of conformity of the goods if it does not provide notice of such within a period of no more than 12 months after it has actually been handed over the goods unless we have granted a longer period of guarantee to the party placing the order.

10. Goods lacking conformity or exhibiting legal defects

10.1. Goods for which a complaint has been issued shall be properly stored and kept available

to us.

10.2. We shall be provided the opportunity to inspect the goods for which a complaint has been issued.

10.3. If it is demonstrated that the goods lack conformity, we shall be entitled even

after the agreed-upon delivery period either to remedy the lack of conformity of the goods by repair or supply a substitute contemporaneously with return of the goods for which a complaint has been issued as we see fit. In the event of remedy by repair or supply of substitute goods, we shall be obligated to bear all of the expenses that are required for this purpose (including transport, road, labour and material costs) if such expenses do not increase because the goods have been sent to a place other than the place of fulfilment of the agreement.

10.4. If the party placing the order sets a reasonable grace period for remedy by repair or supply of substitute goods and repair or supply of substitute goods does not take place within this grace period or if such is refused by us, the party placing the order shall be entitled to reduce the purchase price or declare the agreement avoided in accordance with statutory arrangements. The reduction of the purchase price shall be limited to the damage incurred by the customer.

10.5. Supply of substitute goods or remedy by repair shall not cause the period laid down in no. 9.5 to recommence anew.

11. Liability

11.1. We shall bear unlimited liability for harm to life and limb or health impairment that is due to the willful or negligent violation of an obligation by ourselves or that is due to a willful or negligent violation of an obligation by our legal representative or parties we hire to carry out the agreement.

11.2. We shall bear liability based on the principles of German law governing product liability and on the assumption of a guarantee.

11.3. We shall moreover only bear liability in the case of willful or negligent violation of an essential contractual obligation and only for direct damage that was foreseeable and which typically occurs at the point in time when the agreement was concluded. An essential contractual obligation shall be deemed to be an obligation that makes the proper fulfilment of the agreement concluded with the party placing the order possible in the first place and which the party placing the order trusted in and was able to trust in and the culpable failure to fulfil such jeopardises achievement of the purpose of the agreement.

11.4. Our liability is excluded in all other cases, in particular for indirect damage and subsequent damage (including foregone profit, loss of goodwill, damage due to loss of production and comparable expenses) unless the party placing the order expressly drew our attention to such in accordance with no. 2.4. prior to the conclusion of the agreement.

11.5. If our liability is excluded or limited, this shall also apply to our employees, representatives and parties we hire to carry out the agreement.

12. Reservation of title

12.1. We reserve title to the goods supplied by us if our claim to the purchase price is not secured by some other means (e.g. a letter of credit) until payment of all current and future claims emanating from the purchase agreement and the on-going business relationship (the claims to be secured) is effected.

12.2. We shall be obligated to release collateral that we are entitled to as we see fit to the extent that the realisable value of the collateral exceeds our claims to be secured by more than 10% if so requested by the party placing the order.

12.2. The party placing the order shall notify us without undue delay in the event of attachment, confiscation or similar and in the event of the goods supplied being damaged and/or lost; any violation of this obligation as well as any other conduct of the buyer in violation of the agreement, in particular failure to pay the purchase price due for payment, shall provide us the right to declare this agreement avoided. The party placing the order shall bear all the costs that have had to be incurred particularly within the framework of a third-party action successfully lifting an attachment and that may have had to be incurred to successfully reacquire the objects supplied if such cannot be collected from third parties.

12.3. If we have effectively declared the agreement avoided, we shall be entitled to take back the goods subject to reservation of title if we have threatened to take the goods back a reasonable time in advance. The costs incurred as a result of exercise of the right to take back the goods, in particular transport costs, shall be borne by the party placing the order. We shall be entitled to exploit the goods subject to reservation of title and satisfy our claims from the proceeds from such exploitation if we have threatened such exploitation a reasonable time in advance. If the proceeds exceed the unsatisfied claims emanating from the contractual relationship, this surplus amount shall be handed over to the party placing the order.

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13. Place of fulfilment, applicable law and legal venue

13.1. The place of fulfilment for delivery and payment shall be our head office (Wutöschingen).

13.2. The Convention of the United Nations on the International Sale of Goods from 11 April 1980 (UN purchasing law/CISG) in the English-language version shall apply to the legal relationship with the party placing the order. Legal issues that are not set out in this Convention or which cannot be decided in accordance with its principles shall be subject to German law.

13.3. The sole legal venue for all disputes arising in connection with the agreement is the courts having jurisdiction over our head office of the company in Wutöschingen. We shall, however, also be entitled to assert claims with courts having jurisdiction over the party placing the order.

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