

General Terms and Conditions of Sale

§ 1 Validity, Form

1.

These General Terms and Conditions of Sale (GTC) apply to all our business relations with our customers (hereinafter referred to as "Purchaser"). The GTCs shall only apply if the Purchaser is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.

2.

Our GTCs apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Purchaser shall only become part of the agreement if and to the extent that we have expressly agreed to their validity. This requirement of consent shall be required even if in future we accept deliveries or services of the Purchaser without reservation whilst being aware of their terms and conditions.

3.

The GTCs shall also apply to all future deliveries, services and offers on our part, even if they are not separately agreed again.

4.

Legal declarations and notifications by the Purchaser with regard to the agreement (e.g., setting of deadlines, notifications of defects, withdrawal or reduction) must be made in writing, i.e., in written or text form (e.g., letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in case of doubt about the legitimacy of the declarant, shall remain unaffected.

§ 2 Offer, Conclusion of Agreement

1.

All of our offers are subject to change and are non-binding insofar as they are not expressly labelled as binding in writing or include a certain deadline for acceptance. We shall have the right to accept orders or commissions within four weeks of receipt.

2.

An order placed by the Purchaser constitutes a binding offer of agreement. Unless otherwise stated in the order, we are entitled to accept this offer within four weeks of receipt. Acceptance may be affected by a declaration of acceptance (e.g., order confirmation) or by delivery of the goods to the Purchaser.

The Purchase Agreement concluded in writing, including these GTCs, shall be solely authoritative for the legal relationship between us and the Purchaser. This reflects all agreements in full. Oral agreements on our part prior to the conclusion of the agreement are not legally binding and verbal arrangements of the contracting parties shall be replaced by the written agreement unless it is expressly stated in each case that they shall continue to be binding.

3.

Information provided by us on the subject matter of the delivery or service (e.g., dimensions, weights, tolerances and technical data) shall only be approximate unless usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but rather descriptions or identification of the delivery or service.

4.

Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements are permissible insofar as they do not impair the usability for the contractually intended purpose.

5.

We reserve the ownership or copyright of all offers and cost estimates submitted by us as well as any documents or aids made available to the Purchaser. The Purchaser may not make them available to third parties, disclose them, use them itself or through third parties or reproduce them without our express consent, either as such or in terms of content. At our request, the Purchaser shall return these documents to us in full and destroy any copies made if they are no longer required by it in the ordinary course of business or if negotiations do not lead to the conclusion of an agreement. An exception to this

is the storage of electronically provided data for the purpose of normal data backup.

6.
The provision of samples is always subject to a charge.

7.
If delivery on-call has been agreed, all calls shall be made by the Purchaser within 6 months after conclusion of the agreement at the latest, unless otherwise agreed in writing.

§ 3 Prices, Terms of Payment

1.
The prices apply to the service and scope of delivery listed in the order confirmations. Additional or special services will be charged separately. Prices are quoted in euros "ex works" plus packaging and plus statutory value added tax and, in the case of export deliveries, plus customs duties as well as fees and other public charges. Insofar as export certificates are required, it is the Purchaser's responsibility to provide these in good time at its own expense.

2.
If we ship the goods at the Purchaser's request, the Purchaser shall bear the transport costs "ex works" and the costs of any transport insurance requested by the Purchaser.

3.
The purchase price is due and payable within 14 days from the date of invoice and delivery or acceptance of the goods.

4.
The Purchaser shall only be entitled to rights of set-off or retention insofar as its claim has been legally established or is undisputed. In the event of defects in the delivery, the counter rights of our Purchaser shall remain unaffected, in particular in accordance with § 7 (Warranty, Statute of Limitations) of these GTCs.

5.
We are entitled to perform or render outstanding deliveries and services only against advance payment or provision of security if, after conclusion of this contract, we become aware of circumstances which are likely to substantially reduce the Purchaser's creditworthiness and which jeopardise payment of the outstanding claims.

§ 4 Delivery Period and Delay in Delivery, Force Majeure

1.
The delivery period shall be agreed individually or stated by us upon acceptance of the order. If this is not the case, the delivery period is approx. 14 days from the conclusion of the agreement.

2.
Deadlines and dates for deliveries and services promised by us are always only approximate, unless a fixed deadline or date has been promised or agreed in principle. If a shipment has been agreed by us, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

3.
Unless otherwise agreed, deliveries shall be "ex works".

4.
Without prejudice to the Purchaser's rights arising from default, we may demand from the Purchaser an extension of delivery and performance periods or a postponement of delivery and performance dates by the period during which the Purchaser fails to fulfil its contractual obligations towards us.

5.
We shall not be liable for impossibility of delivery or for delays in delivery insofar as these occur as a result of force majeure or other events unforeseeable at the time of conclusion of the contract, e.g. operational disruptions of any kind including disruptions as a result of pandemics and epidemics or

similar events, difficulties in the procurement of materials or energy, transport delays, strikes, unlawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official approvals, official measures or the failure to deliver correctly or on time attempted by our supplier for which we are not responsible. We are not responsible for late delivery by our suppliers if we have concluded a congruent hedging transaction.

Insofar as the aforementioned events make it significantly more difficult or impossible for us to deliver or perform and the hindrance is not only of a temporary nature, we shall be entitled to withdraw from the agreement. In the event of temporary hindrances, the delivery or service deadlines shall be extended or postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the Purchaser cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the agreement by means of an immediate written declaration to us.

6.

The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, a reminder by the Purchaser is required.

7.

We are entitled to make partial deliveries if the partial delivery is usable for the Purchaser within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the Purchaser does not incur any significant additional expenses or costs as a result, unless we agree to bear such costs.

8.

The rights of the Purchaser pursuant to § 8 (Liability for Damages) and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or subsequent performance) shall remain unaffected.

§ 5 Place of Performance, Transfer of Risk, Default of Acceptance

1.

The place of performance for all obligations arising from the contractual relationship is our registered office, unless otherwise specified. At the Purchaser's request, the goods shall be shipped to another destination (sale involving the carriage of goods).

2.

Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

3.

The risk of accidental loss and accidental deterioration of the goods shall pass to the Purchaser upon handover at the latest. However, in the case of sale involving the carriage of goods, the risk of accidental loss or accidental deterioration of the goods as well as the risk of delay shall transfer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.

This also applies if partial deliveries are made. If the dispatch or the handover is delayed as a result of a circumstance, the cause of which lies with the Purchaser, the risk is transferred to the Purchaser from the day on which the delivery item is ready for dispatch and we have notified the Purchaser of this.

4.

If the Purchaser is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Purchaser is responsible, we shall be entitled to demand compensation for the resulting damages including additional expenses (e.g., storage costs).

5.

Insurance against theft, breakage, transport, fire and water damage or other insurable risks shall only be taken out at the express request of the Purchaser and at the Purchaser's expense.

§ 6 Retention of Title

1.

We reserve title to the sold goods until all of our current and future claims from the Purchase Agreement

and an ongoing business relationship (secured claims) have been paid in full.

2.

The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Purchaser shall notify us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g., seizures) exercise rights over the goods.

3.

If the Purchaser acts in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the agreement in accordance with the statutory provisions and/or to demand return of the goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; rather, we are entitled to demand only the return of the goods and to reserve the right to withdraw from the agreement. If the Purchaser does not pay the purchase price due, we may only assert these rights if we have previously set the Purchaser a reasonable deadline for payment without success or if setting such a deadline is dispensable under the statutory provisions.

4.

Until revoked in accordance with c) below, the Purchaser is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

a)

The retention of title extends to the products resulting from the processing, mixing or combining of our goods at their full value, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

b)

The Purchaser hereby assigns to us by way of security any claims against third parties arising from the resale of the goods or the product in total or in the amount of our co-ownership share, if any, in accordance with the preceding paragraph.

The same applies to other claims that take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims arising from tort or in the event of loss or destruction.

We accept the assignment in each case. The Purchaser's obligations set out in para. 2 shall also apply in respect of the assigned claims.

c)

The Purchaser shall remain authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the Purchaser meets its payment obligations towards us, there is no deficiency in its ability to pay and we do not assert the retention of title by exercising a right pursuant to para. 3. If this is the case, however, we may demand that the Purchaser informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we are entitled to revoke the Purchaser's authority to further sell and process the goods subject to retention of title.

d)

If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Purchaser's request.

§ 7 Warranty, Statute of Limitations

1.

The statutory provisions shall apply to the Purchaser's rights in the event of material defects and defects of title (including wrong delivery and short delivery), unless otherwise stipulated below. In all cases, the special statutory provisions remain unaffected in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (supplier recourse pursuant to §§ 478 BGB). Claims from supplier recourse are excluded if the defective goods have been further processed by

the Purchaser or another entrepreneur, e.g., by installation in another product.

2.

The basis of our liability for defects is primarily the agreement reached on the quality of the goods. If a sample is approved, there is no defect if delivery is made in accordance with the sample. Samples do not lead to a guarantee on our part. All product descriptions and manufacturer's specifications which are the subject of the individual contract, but not public statements on our part (in particular in advertising documents or on our Internet homepage) at the time the agreement was concluded shall be deemed to be an agreement on the quality of the goods.

3.

Insofar as the quality has not been agreed, it is to be assessed in accordance with the statutory regulation whether a defect exists or not (§ 434 para. 1 sentence 2 and 3 BGB). However, we accept no liability for public statements made by the manufacturer or other third parties (e.g., advertising statements) to which the Purchaser has not drawn our attention as being decisive for its purchase.

4.

As a matter of principle, we shall not be liable for defects of which the Purchaser is aware at the time of conclusion of the agreement or is not aware due to gross negligence (§ 442 BGB). Furthermore, the Purchaser's claims for defects presuppose that it has complied with its statutory duties of inspection and notification of defects (§§ 377, 381 HGB). If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 5 working days from delivery and defects not recognisable during the incoming inspection within the same period from discovery. If the Purchaser fails to carry out a proper inspection and/or to give notice of defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.

5.

If the delivered item or our performance is defective, we may initially choose within a reasonable period of time whether we will provide subsequent performance by remedying the defect (rectification) or by delivering an item free of defects (replacement delivery). Our right to refuse subsequent performance under the statutory conditions remains unaffected.

6.

We are entitled to make the subsequent performance owed dependent on the Purchaser paying the purchase price due. However, the Purchaser shall be entitled to retain a part of the purchase price which is reasonable in relation to the defect.

7.

The Purchaser shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Purchaser shall return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item or the re-installation if we were not originally obliged to install it.

8.

We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory regulation if a defect is actually present. Otherwise, we may demand reimbursement from the Purchaser of the costs incurred as a result of the unjustified request for rectification of the defect (in particular, costs for testing and transport), unless the lack of defectiveness was not recognisable to the Purchaser.

9.

If the supplementary performance has failed or a reasonable deadline to be set by the Purchaser for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Purchaser may withdraw from the Purchase Agreement or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.

10.

The warranty shall not apply if the customer modifies the object of purchase or has it modified by a third party without our consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the Purchaser shall bear the additional costs of remedying the defect resulting from the modification.

11.

Any delivery of used items agreed with the Purchaser in individual cases shall be made to the exclusion of any warranty for material defects.

12.

Claims of the Purchaser for damages or reimbursement of any unnecessary expenditures shall also exist in the case of defects only in accordance with § 8 (Liability for Damages) and are otherwise excluded.

13.

Due to a breach of duty which is not based on a defect, the Purchaser may only withdraw from or terminate the agreement if we are responsible for the breach of duty. The Purchaser's free right of termination according to §§ 650, 648 BGB is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

14.

The warranty period is one year from delivery or, if acceptance is required, from acceptance. This period shall not apply to claims for damages by the Customer arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by the Seller or its vicarious agents, which shall each be time-barred in accordance with the statutory provisions. The above limitation period under the law on sales shall also apply to contractual and non-contractual claims for damages on our part which are based on a defect in the goods, unless the regular statutory limitation period leads to a shorter limitation period in individual cases.

§ 8 Liability for Damages

1.

Our liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contractual negotiations and tort, shall be limited in accordance with the provisions of this § 8, insofar as fault is relevant in each case.

2.

We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of essential contractual obligations. Essential to the contract are the obligation to deliver the delivery item on time, its absence from defects of title and such material defects that impair its functionality or usability to more than an inconsiderable degree, as well as advisory, protective and custodial obligations that are intended to enable the Purchaser to use the delivery item in accordance with the contract or are intended to protect the life or limb of the Purchaser's personnel or to protect the Purchaser's property from significant damage.

3.

Insofar as we are liable for damages on the merits in accordance with § 8 (paragraph 2), this liability is limited to damages which we foresaw as a possible consequence of a breach of contract at the time the contract was concluded or which we should have foreseen if we had exercised due care. Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation insofar as such damage is typically to be expected when the delivery item is used as intended.

4.

In the event of liability for simple negligence, our liability to pay compensation for damage to property and further financial losses resulting therefrom shall be limited to an amount of € 100,000.00 per case of damage, even if this involves a breach of material contractual obligations.

5.

The above exclusions and limitations of liability shall apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.

6.

Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by us, this shall be done free of charge and to the exclusion of any liability.

7.

The restrictions of this § 8 do not apply to liability on our part due to intentional or fraudulent conduct, for guaranteed characteristics, due to injury to life, limb or health or according to the Product Liability Act or other mandatory statutory liability provisions.

§ 9 Governing Law, Place of Jurisdiction, etc.

1.

The contractual relationship between us and the Purchaser shall be governed by the law of the Federal Republic of Germany to the exclusion of the International Sales Convention (UN Sales Convention CISG).

2.

If the Purchaser is a merchant, a legal entity under public law or a special fund under public law or if the Purchaser has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between us and the Purchaser shall be, at our discretion, our registered office or the registered office of the Purchaser. In such cases, however, the exclusive place of jurisdiction for actions against us shall be our registered office. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this regulation.

3.

The contract language is German.

4.

Insofar as this contract or these GTCs contain loopholes, those legally effective provisions which the [...] contracting partners would have agreed according to the commercial aims of the contract and the purpose of these GTCs if they had been aware of the loopholes are considered to be agreed for filling these loopholes.