

The following General Terms and Conditions of Delivery apply:

§ 1 General, Scope

- 1) Our terms and conditions of delivery shall apply exclusively; we do not recognise any contrary conditions or conditions deviating from our terms and conditions of delivery, unless we have expressly approved of their validity in writing. Our terms and conditions of delivery shall also apply if while knowing of contrary conditions or conditions of the contractual partner deviating from our terms and conditions of delivery, we proceed with delivery unconditionally.
- 2) These terms and conditions of delivery shall only apply to an entrepreneur, a legal person under public law or a special fund under public law as defined in Section 310 para. 1 BGB (German Civil Code).
- 3) Our terms and conditions of delivery shall also apply to all future business with our contractual partner, insofar as this refers to legal transactions of a related nature.

§ 2 Prices, Payment of Service, Transfer of Risk

- 1) Unless stated otherwise in the order confirmation, our prices shall apply ex works. If in any doubt, „ex works“ shall also be agreed with regard to the transfer of risk.
- 2) Packaging is not included in our prices and shall be invoiced separately.
- 3) Statutory value added tax is not included in our prices; it shall be itemised separately on the invoice in the statutory amount that applies on the day of issuing the invoice.
- 4) The deduction of discount shall be subject to written agreement. Freight and other verified incidental costs shall not be subject to discount.
- 5) Unless stated otherwise in the order confirmation, payment for our service shall be due net (without any deduction) within 30 days from the date of the invoice. The statutory provisions governing the onset of default and the legal consequences of delayed payment shall apply.
- 6) Our contractual partner shall only be entitled to rights of set-off if his counterclaims are legally established, uncontested or acknowledged by us. He shall only be entitled to any right of retention with regard to counterclaims based on the same contractual relationship.

§ 3 Time of Delivery

- 1) Our obligation to perform the contract at the time of delivery specified by us shall only arise once all technical questions have been clarified.
- 2) The obligation to perform assumes that our contractual partner himself meets his contractual obligations properly and promptly.
- 3) We reserve the right to withdraw from the contract in the event of defective or unpunctual delivery by our subcontractors. This shall only apply to cases where we are not answerable for non-delivery. In this instance we shall inform our contractual partner immediately about the non-availability of our service and reimburse his payment straightaway.
- 4) Should our contractual partner be in default in taking delivery or should he be in breach of any other obligations to cooperate, we shall be entitled to demand compensation for the loss we have incurred, including any additional expenditure. We reserve the right to make any further claims. In these instances, the risk of an accidental loss or accidental deterioration in our service shall be transferred to the contractual partner at the point in time in which he defaults in taking delivery.
- 5) We shall be liable pursuant to the statutory provisions insofar as the underlying contract of purchase is a transaction at a fixed date as defined by Section 376 HGB (Commercial Code) or Section 286 para. 2 no. 4 BGB. We are also liable pursuant to the statutory provisions if as a consequence of a default in delivery for which we are answerable, the customer is entitled to assert that his interest in the further performance of contract has discontinued.
- 6) Furthermore, we shall be liable pursuant to the statutory provisions insofar as the delayed delivery is the result of a wilful or grossly negligent breach of contract for which we are answerable; culpability on the part of our representatives or agents shall be attributed to us.
- 7) We shall also be liable pursuant to the statutory provisions insofar as the delayed delivery for which we are answerable is based on culpable violation of a material contract obligation; however, the liability in this case is limited to the foreseeable, typically occurring damage.
- 8) Otherwise we shall be liable in the case of delayed delivery for every completed week of delay in the framework of flat-rate delay compensation amounting to 3% of the delivery value, but no more than a maximum of 15% of the delivery value.
- 9) The customer's further statutory claims and rights remain reserved.

§ 4 Liability for Defects

- 1) Our contractual partner may only assert a claim for defects if he has properly discharged his duty to examine and submit notification of a complaint in respect of a defect in accordance with Section 377 HGB. The notification of defects should be submitted to us in writing. With defects that are apparent during proper inspection of the purchased item, the determining period pursuant to Section 377 HGB shall end no later than 2 weeks after receipt of our service. The contractual partner shall bear the full burden of proof for all conditions of a claim, in particular for the defect itself, for the time the defect was detected and for the punctuality of the notification of defect.
- 2) With deficiencies in service our contractual partner shall be initially entitled to subsequent performance, as we so choose, either by remedy of the defect or by supply of a non-defective item.

- 3) In the event of subsequent performance, we shall be obliged to bear the costs of all expenditure required for this purpose, as long as these costs are not increased because the supplied items are conveyed to a site other than the place of performance or are installed or processed in another item.
- 4) If subsequent performance should fail, our contractual partner may, as he so chooses, either demand a reduction or rescission. However, our contractual partner shall not have the right to rescission in the event of only slight non-conformity with the contract, especially with only minor defects.
- 5) Should our contractual partner choose to rescind the contract because of a defect after subsequent performance has failed, he shall not be entitled to claim any additional compensation. Should our contractual partner choose compensation after subsequent performance has failed, the supplied goods shall remain with him if this is feasible. The compensation shall be limited to the difference between the payment and the value of the defective item. This shall not apply if we caused the breach of contract with intention to deceive.
- 6) The limitation period for warranty claims shall be 12 months from delivery of goods. This shall not apply if the purchased item is normally used for a building construction and caused the respective defect.

§ 5 Limitation of Our Overall Liability

- 1) We shall be liable pursuant to the statutory provisions insofar as the customer claims damages based on wilful intent or gross negligence, including the wilful intent or gross negligence of our representatives or agents. Insofar as we are not accused of wilful breach of contract, liability for compensation shall be limited to the foreseeable, typically occurring damage.
- 2) We shall be liable pursuant to the statutory provisions insofar as we culpably breach a material contract obligation; however, here again the liability for compensation shall be limited to the foreseeable, typically occurring damage.
- 3) Otherwise, insofar as the customer is entitled to claim compensation for damage caused by negligent breach of duty instead of performance, our liability shall be limited to compensation for the foreseeable, typically occurring damage.
- 4) This shall not affect our liability for harm to life, limb or health that is attributable to us; the same also applies to mandatory liability under the German product liability law.
- 5) Unless stated otherwise above, liability is excluded, regardless of the legal nature of the asserted claim. This applies particularly to compensation claims due to negligence upon conclusion of the contract, due to other breaches of duty or due to tortious claims for compensation for material loss in accordance with Section 823 BGB.
- 6) Insofar as our compensation liability is excluded or limited, this shall also apply to the personal compensation liability of our employees, workers, staff, representatives and agents.

§ 6 Retention of Title

- 1) We shall retain title to the object of sale until all payments arising from the business connection with our contractual partner have been received. Should our contractual partner behave in a manner not in conformity with the contract, especially if he defaults on payment, we shall be entitled to repossess the object of sale. Our repossession of the object of sale constitutes rescission of the contract. Following repossession of the object of sale, we shall be entitled to dispose of the goods; the earnings from the disposal less reasonable disposal costs shall be offset against the accounts payable by the customer.
- 2) The contractual partner shall be obliged to treat the object of sale with care. In particular, he must take out sufficient insurance of the same at his own expense to cover damage due to fire, water and theft at the original value. Insofar as servicing and maintenance work should be necessary, the contractual partner must proceed accordingly in good time at his own expense.
- 3) In the case of attachment or other third-party interventions, the contractual partner shall notify us immediately so that we can institute legal proceedings in accordance with Section 771 ZPO (Code of Civil Procedure). Insofar as the third party is not in a position to reimburse us with the court and out-of-court costs of an action in accordance with Section 771 ZPO, the contractual partner shall be liable for any loss we incur.
- 4) Our contractual partner shall be entitled to resell or otherwise dispose of the object of sale in the ordinary course of business; he shall, however, assign to us as of now all receivables up to the amount of the final invoice amount including value added tax that have accrued to him from his customers or third parties from the resale, regardless of whether the object of sale has been resold without or subsequent to processing. The contractual partner shall still be authorised to recover the debt even after its assignment. This shall not affect our authority to recover the debt ourselves. However, we shall undertake not to recover the debt as long as the contractual partner fulfils his payment obligations from the collected revenues, is not in arrears and, especially, has made no application to initiate insolvency proceedings or suspension of payments is in force. But if this should be the case, we may demand that the contractual partner discloses to us the assigned receivables and associated debtors, provides all the necessary details for recovery, hands over the related documents and informs the debtor (third party) of the assignment.
- 5) The processing or transformation of the object of sale by our contractual partner shall always be carried out on our behalf. Should the object of sale be processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale to the other processed objects at the time of the processing.

- The same shall also apply to the object created by processing as to the object of sale supplied subject to reservation of title.
- 6) If the object of sale is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale to the other mixed objects at the time of the mixing. If the mixing occurs in such a way that the object of our contractual partner is regarded as the main object, it shall be deemed agreed that the contractual partner assigns to us co-ownership on a pro rata basis. Our contractual partner shall hold the solely held or jointly held property thus created in safe custody on our behalf.
- 7) To secure our account receivable against the contractual partner, he shall also assign the account receivable that has accrued against third parties by combining the object of sale with a plot of land.
- 8) We shall undertake to release the securities to which we are entitled at the customer's request to the extent that the realisable value of our securities exceeds the accounts receivable being secured by more than 10 %; the choice of the securities released shall be incumbent on us.

§ 7 Treatment of Residual Quantities and Packing Materials, Transport Insurance

- 1) In accordance with the provisions of DIN 14.001 respectively EC Environmental Audit Regulation 1836/93, we ask our customers to dispose of all remaining quantities and packing materials in a proper manner.
- 2) If statutory provisions mean that we are obliged to take back packaging of the objects we have supplied and if the contractual partner insists that we take packaging back, he must give us 7 days' written notice of the return and make the packaging available to us in our supply depot freed of all residue, bearing the cost of transportation.
- 3) We do not require a forwarding and storage agent's insurance certificate (SLVS).

§ 8 Provided documents, confidentiality

- 1) We reserve all rights of ownership and copyrights to all documents, objects and data made available to our contractual partner in the context of placing the order. These may not be disclosed to third parties without obtaining our explicit consent.
- 2) During the term of the contract and thereafter, the contractual parties shall treat all information and data obtained about their business operations in strict confidence. This also applies explicitly to customs-related details of the business.

§ 9 Final Clauses

- 1) The contract and all legal relations between the parties shall be subject to German law. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 2) The place of fulfilment and place of jurisdiction shall be Bad Berleburg. We shall also be entitled to bring an action against our contractual partner at his local court.
- 3) Court and out-of-court costs of litigation abroad, in particular in the event of default in payment, shall be borne by our contractual partner.
- 4) These conditions apply as of June 2012.

