

### Section 1: General information and scope

- (1) Our general terms of sale apply exclusively; we do not recognize any terms of sale which are contrary nor any terms of the supplier which deviate from our terms of sale, unless we have explicitly agreed in writing to their application. Our terms of sale also apply if we make delivery to the customer without reservation despite our knowledge of contrary terms or terms of the customer which deviate from our terms of sale.
- (2) All agreements made between us and the customer for the purpose of executing this contract are documented in writing in this contract.
- (3) Our terms of sale apply only to enterprises in the sense of Section 310 Paragraph 1 of the German Civil Code (BGB).
- (4) Our terms of sale also apply to all future business with the customer in which no explicit reference is made to them.
- (5) The law of the Federal Republic of Germany applies with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

### Section 2: Quotation and quotation documents

- (1) Our quotations are subject to confirmation and not binding if not otherwise stipulated in the order confirmation. The order signed by the customer is a binding offer. We are entitled, to accept this offer within 4 weeks, either by sending an order confirmation or by delivery of the goods within this period. The customer must check the order confirmation without delay and inform us in writing of any deviations from the customer's order.
- (2) We reserve ownership rights and copyrights for illustrations, drawings, calculations and other documentation. This also applies to written documentation designated as confidential. The customer requires our explicit written approval prior to its disclosure to third parties or changes or further development by parties other than us.

### Section 3: Prices, payment terms and discount

- (1) Unless otherwise specified in the order confirmation, our prices apply "ex works" (EXW, INCOTERMS 2010), not forwarded nor including customs duties, and exclude packaging, freight and shipping costs, which will be invoiced separately.
- (2) We reserve the right to change our prices accordingly if cost reductions or cost increases occur after the signing of the contract, particularly due to labour contracts or material price changes. We will document these for the customer upon request.
- (3) Statutory VAT is not included in our prices; it will be declared separately on the invoice in the statutory amount on the day of invoicing.
- (4) The deduction of a discount requires special written agreement.
- (5) Failure to comply with payment terms or serious circumstances which justify serious doubt regarding the creditworthiness of the ordering party result in all our receivables being immediately due and payable. Furthermore, we are entitled to demand prepayments or collateral for deliveries which have not yet been made and to withdraw from the contract after a suitable grace period or to demand compensation of damages instead of value performance if the required collateral or prepayment is not provided. Furthermore, we are entitled to forbid the ordering party to resell the goods and to recover unpaid goods at the cost of the ordering party.
- (6) If not otherwise indicated by the order confirmation, the purchase price is payable net (without discount) within 10 days of the invoice date. The statutory rules regarding the consequences of payment default apply.
- (7) The customer may exercise offset rights only if the customer's counterclaims have been established as legally enforceable, are undisputed or are acknowledged by us. Furthermore, the customer is entitled to exercise a right of retention only insofar as the customer's counterclaim is based on the same contractual relationship.

### Section 4: Delivery period

- (1) The beginning of the delivery period specified by us requires that all technical questions be resolved. Information on delivery times is approximate if not explicitly agreed otherwise in the individual case.
- (2) Compliance with our obligation to deliver further requires timely and proper fulfilment of the customer's obligation, particularly to provide documentation, approvals, releases, material supplies and prepayments. The delivery period is considered to be observed if the object to be delivered has left the factory or notification of readiness for shipping has been issued by the expiration of the delivery period. The right to defence of non-performance of the contract is reserved.

(3) The delivery period will be extended for a reasonable period in the case of labour disputes, particularly strikes and lockouts, or in the case of unforeseen hindrances which are beyond our control, insofar as such hindrances can be proven to have substantial influence on the completion or delivery of the object to be delivered. This also applies if such circumstances occur with subcontractors. Furthermore, the circumstances described above are not our responsibility if they occur during a delay which has already occurred. We will notify the customer in important cases as soon as possible of the beginning and end of such hindrances.

(4) If the customer is in default of acceptance or culpably violates other duties of cooperation, then we are entitled to demand compensation of damages which occur, including any additional expenses. Any further claims or rights remain unaffected.

(5) If the requirements of paragraph (4) are met, the risk of accidental loss or accidental deterioration of the purchased goods is transferred to the customer at the point in time at which the customer is in default of acceptance or payment.

(6) We are liable according to the statutory provisions insofar as the underlying purchase contract is a firm deal in the sense of Section 286 Paragraph 2 No. 4 of the German Civil Code (BGB) or Section 376 of the German Commercial Code (HGB). We are also liable according to the statutory provisions if, as a consequence of a delivery default for which we are responsible, the customer is entitled to claim cessation of interests in the further performance of the contract.

(7) We are furthermore liable according to statutory provisions if the delivery default is due to a deliberate or grossly negligent contract violation for which we are responsible; fault on the part of our representatives or vicarious agents is to be attributed to us. If the delivery default is due to a grossly negligent contract violation for which we are responsible, our liability for damages is limited to the foreseeable typical damages which occur.

(8) We are also liable according to statutory provisions if the delivery default for which we are responsible is due to a culpable violation of a significant contractual duty; in this case, however, the liability for damages is limited to the foreseeable typical damages which occur.

(9) Moreover, in the case of delivery default, we are liable for each completed week of default for a flat rate default penalty in the amount of 0.1% of the delivery value, not to exceed 5% of the delivery value.

(10) Further statutory claims and rights of the customer remain unaffected.

#### **Section 5: Transfer of risk and packaging costs**

(1) Unless otherwise specified in the order confirmation, delivery is agreed as "ex works" (EXW, INCOTERMS 2010).

(2) The risk is transferred to the customer upon provision of the goods for shipping. This also applies if only partial deliveries occur and particularly when we assume the shipping costs.

(3) Separate agreements apply to the return of packaging.

(4) If the customer desires, we will obtain transportation insurance coverage for the delivery, for which the customer shall bear the incidental costs.

(5) The transport agent is responsible for damages and loss of goods in transport. This damage is to be determined in the presence of the transport agent, and notification in writing must be given without delay to the transport company and us.

#### **Section 6: Liability for defects**

(1) The character of the goods is determined exclusively from the contractual agreements with our customer and not from other advertising statements, brochures, consultations, other descriptions of services, dimensions, weights, consumption data, operating costs, etc. The information is to be considered only approximate if it is not explicitly indicated in writing as binding. This is not associated with the assumption of a warranty, for example in the sense of Section 443 of the German Civil Code (BGB).

(2) If our customer complains of a defect, the customer must give our agents the opportunity to view and inspect the object of the contract subject to the complaint. If our agents are denied this opportunity, any warranty claims related to the defect subject to the complaint are void.

(3) No warranty is provided for damages which arise for the following reasons:

Unsuitable and improper use, incorrect installation and/or operational setup by the customer or third parties, natural wear, incorrect or negligent handling, unsuitable operating materials, replacement materials, defective construction work, unsuitable foundation material, chemical, electrochemical or electrical influences if we are not at fault for these.

(4) A prerequisite for the customer's warranty rights is that the customer has properly fulfilled the obligations to inspect and give notice of defects according to Section 377 of the German Commercial Code (HGB).

(5) Insofar as there is a defect of the purchased goods, we are entitled to choose subsequent performance as the remediation of defects or delivery of a new article free of defects. In the case of subsequent performance, we bear the necessary expenses only up to the amount of the purchase price and only if this does not increase by the purchased goods being brought to a place other than the place of fulfilment.

(6) If the subsequent performance is unsuccessful, the customer is entitled to choose withdrawal or demand a reduction.

(7) We are liable according to statutory provisions if the customer asserts claims for compensation of damages which are based on malicious intent or gross negligence, including malicious intent or gross negligence by our representatives or vicarious agents. If no intentional violation of the contract by us is claimed, then the liability for damages is limited to the foreseeable typical damages which occur.

(8) We are liable according to statutory provisions if we culpably violate a significant contractual duty; in this case as well, the liability for damages is limited to the foreseeable typical damages which occur.

(9) The liability for culpable injury to life, limb or health remains unaffected; this also applies to the mandatory liability according to German product liability law.

(10) If the above does not stipulate otherwise, liability is excluded.

(11) The period of limitation for claims due to defects is 12 months, calculated from the point of transfer of risk. This does not apply if the sale involves an item which is typically used for building and causes the respective defect.

#### **Section 7: Overall liability**

(1) Further liability for compensation of damages beyond the provisions of Section 6 is excluded without consideration of the legal nature of the claim asserted. This applies particularly to claims for compensation of damages arising from negligence in concluding the contract, other breaches of duty or claims of property damage according to Section 823 of the German Civil Code (BGB).

(2) The limitation according to paragraph (1) also applies if the customer demands compensation for wasted expenses in lieu of performance.

(3) Insofar as our liability for damages is excluded or restricted, this also applies to the personal liability for damages of our employees, co-workers, representatives and vicarious agents.

#### **Section 8: Securing retention of ownership**

(1) We retain the ownership of the purchased goods until all payments due from the business relationship with the customer are received. In the case of contractual violations on the part of the customer, in particular in the case of default or delay in payment, we are entitled to take back the purchased goods. Our taking back the purchased goods constitutes a withdrawal from the contract. After taking back the purchased goods, we are entitled to utilize them. The proceeds realized from the utilization thereof will be applied to the liabilities of the customer -less reasonable utilization costs.

(2) The customer is obligated to handle the purchased goods with care; in particular the customer is obligated to insure these goods adequately against loss from fire, water and theft at their new replacement value and to bear the costs thereof. Insofar as maintenance and inspection work is required, the customer must perform these in a timely fashion and bear the costs thereof.

(3) In the case of attachments or other interventions by third parties, the customer must inform us in writing without delay, so that we can file suit in accordance with Section 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is unable to reimburse us for the court and out-of-court costs of a lawsuit in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the customer is liable for the losses we have incurred.

(4) The customer is entitled to resell the purchased goods in the orderly course of business only if we have given our explicit prior consent to this resale. For this case the customer assigns to us herewith all receivables in the amount of the final invoice (including VAT). The customer is entitled to collect this debt even after the assignment to us. Our right to collect the debt ourselves remains unaffected by this. However, we undertake not to collect the debt, as long as the customer's payment obligations arising from the proceeds received are met, and there is no default or delay in payment, and in particular as long as there is no application to open settlement or insolvency proceedings or payment has not been stopped. However, if this is the case, we can demand that the customer disclose the assigned claims and the debtors to us, provide all information required to collect the debts, hand over the corresponding documentation to us and inform the debtors (third parties) of the assignment.

(5) The processing or alteration of the purchased goods by the customer will always be undertaken for us. If the purchased goods are processed using other objects not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the purchased goods (final invoice amount including VAT) to the other processed objects at the time of the processing. Moreover, the same applies to the item produced by processing as for the purchased goods delivered with reservation.

(6) If the purchased goods are inseparably combined with other objects not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the purchased goods (final invoice amount including VAT) to the other combined objects at the time of combination.

If the combination ensues in such a fashion that the material of the customer is considered to be the primary material, it is agreed that the customer will transfer co-ownership to us on a pro rata basis. The customer thus holds the sole ownership or co-ownership thus developed in safe custody for us.

(7) The customer also assigns to us the receivables for securing our claims against the customer, which may arise against a third party from the combination of the purchased goods with a parcel of real estate.

(8) We undertake to release the collateral due to us upon request of the customer insofar as the realizable value of our collateral exceeds the claims to be secured by more than 10%; we have the choice of collateral to be released.

#### **Section 9: Cancellation charges**

If the customer cancels and issued order in an unwarranted manner, irrespective of the option to claim higher actual damages which occurred, we can demand 10% of the agreed price for the costs incurred by processing the order and for lost profit. The customer has the right to prove that damages are lower than claimed.

#### **Section 10: Place of jurisdiction and place of fulfilment**

(1) If the customer is a registered merchant, our business domicile is the place of jurisdiction; however, we are also entitled to sue the customer at the court of the customer's domicile.

(2) Unless specified otherwise in the order confirmation, our business domicile is the place of fulfilment.

#### **Section 11: Installation terms**

(1) Whether, in addition to delivery, we are obligated to install the delivery article, is determined exclusively by the contractual agreements between us and the customer. In case of doubt, we are obligated only for delivery of the delivery article and not for installation.

(2) The customer must support installation personnel in performing the installation and bear the costs for this. The customer is responsible for the particular measures necessary to protect personnel and property at the installation site. The customer must also instruct our installation supervisor regarding existing particular safety regulations if these are important for the installation personnel. The customer must inform us without delay if it is determined that these safety regulations have been violated by our installation personnel.

(3) The regulations in Section 4 for simple delivery contracts apply to any agreed installation times and completion deadlines.

(4) The customer is obligated to final inspection and acceptance of the installation services as soon as notification of their completion is received and any test operation stipulated by contract has taken place. If the final inspection is delayed such that we are not at fault for the delay, then de facto acceptance occurs two weeks after notification of the completed installation. Our liability for noticeable defects ends upon acceptance if the customer has not reserved the right of recourse for a particular defect.

(5) After acceptance of the installation services, we are liable for defects of the installation, excluding all other claims of the customer such that we are obligated to correct the defect. This requires that the customer has notified us of the defect in writing without delay after it was determined. We are not liable for consequences resulting from improper changes or repair work performed by the customer or third parties without our prior approval. If the improvement fails or is not performed within a suitable grace period set by the customer, then the customer is entitled to reduction according to statutory regulations with regard to the part of the payment which relates to the installation. The customer is furthermore entitled to correct the defects or have another company do so, and we shall bear the costs for this. The right of withdrawal due to installation defects is excluded.

(6) The regulations for delivery according to Sections 6 and 7 apply accordingly for liability and the liability exclusion.

(7) All customer claims due to installation services expire 12 months after acceptance of the installation services. If we perform the installation services in a building, the statutory limitation periods apply.