

# General Terms of Sale and Delivery

## As of August 2018

### I. Scope of application

1. Solely these General Terms of Sale and Delivery apply. We do not accept any deviating or conflicting terms, unless we have explicitly agreed to them in writing.
2. These General Terms of Sale and Delivery only apply to business customers, corporate bodies under public law or special fund under public law as defined by § 310 sec. 1 of the German Civil Code (BGB).
3. The following order applies regarding all elements of the contract between us and the purchaser: (a.) The provisions of the prevailing individual contracts and individual agreements, (b.) the provisions of these General Terms of Sale and Delivery. In the event of discrepancies, the priority is determined by the order of the above enumeration. In cases of doubt, the specific provision is decisive. There is no discrepancy in the aforementioned sense if a subordinate contractual basis amends or substantiates a previous one.

### II. Order and order confirmation

An order placed by a customer only becomes binding if we confirm it in text form (order confirmation).

### III. Proprietary rights and copyrights resulting from documents

Drawings, sketches, specifications, models, samples and other documents remain our exclusive property. They are merely entrusted to the customer for the stipulated purpose and may not be used for any other purpose. Copies or other duplications may only be made for the stipulated purposes. Neither originals nor duplications may be handed over to other parties without our explicit approval. They must be immediately returned to us upon request, including all possibly made copies and duplications. We reserve the copyright to the documents.

### IV. Prices and payment

1. Our prices are quoted ex factory plus the respectively applicable value added tax and excluding the costs for packaging and transport, unless otherwise explicitly stipulated.
2. The purchase price is due for payment within 30 days after the date of invoice net. Default interest amounting to annually 9% above the base interest rate is charged after the due date. We reserve the right to assert further damages caused by delay.

### V. Offsetting, retention

1. The purchaser is only entitled to offset claims insofar as his/her counterclaims are acknowledged, undisputed or legally established as final and absolute. The purchaser is only entitled to assert rights of retention based on counterclaims resulting from the same contractual relationship.

### VI. Delivery

1. Delivery requires the timely and proper fulfilment of the purchaser's obligations. The right to raise objection to non-fulfilment of the contract remains reserved.
2. In the case of default of acceptance or another culpable breach of obligations to cooperate on the part of the purchaser, we are entitled to compensation for damages resulting therefrom, including possible additional expenses. Further claims remain reserved. In this case, the risk of accidental loss or accidental deterioration of the goods is transferred to the purchaser with the begin of default of acceptance or the other breach of duties to cooperate.
3. The delivery items may only be used for the stipulated purpose and area of application.

### VII. Notes and provisions on market behaviour

Our products meet the standards required by law to be able to be made available on the market and their intended operation, use and being brought into circulation. It is ensured that our products, in particular, comply with the essential identification, safety and health requirements applicable to them as defined by the Federal Republic of Germany, the European Union and all countries we conduct business with. However, it must be noted that further required labelling, identification and certification obligations, duties pertaining to packaging information, duties to present import licences, duties pertaining to authorisations, distribution restrictions and / or import bans can result in international trade based on national customs and import regulations.

We particularly point out that in the event of reselling our products, should our product contain the heavy metal "cobalt" as a chemical element, it can, in particular, only be made indirectly or directly available, be put into circulation, be traded and used in the state of California, USA if the provisions of the so-called California Proposition 65 are observed. In view of possible health risks from product compositions, the California Proposition 65 particularly includes but is not limited to further warning and identification duties and other handling guidelines for such products.

Companies with business operations in California (U.S.A.) must be aware of and observe the directives of the California Proposition 65. You can find details pertaining to the Proposition 65 and the duties for handling noted there, which must be strictly complied with at <http://www.P65Warnings.ca.gov>.

### VIII. Transfer of risk and shipment

Upon shipment of the goods upon the purchaser's request, the risk of accidental loss and accidental deterioration of the goods is transferred to the purchaser at the time of dispatch.

### IX. Retention of title

1. The goods remain our property until full receipt of all payments. We have the right to take back the goods in the event of breaches of contract by the purchaser, including default in payment.
2. The purchaser must treat the goods with care, insure them appropriately and, where required, service them.
3. Insofar as the purchase price has not yet been paid in full, the purchaser must immediately inform us in writing if the goods are encumbered with third-party rights or subject to other third-party procedures.
4. The purchaser has the right to resell goods under the retention of title within the normal course of business. However in this case, the purchaser hereby assigns all claims resulting from such a resale, irrespective of whether it takes place before or after a possible processing of the goods delivered under retention of title, to us. Regardless of our right to collect the claim ourselves, the purchaser is still authorised to collect the claim after said assignment. In this context, we undertake not to collect the claim as long as and as far as the purchaser fulfils his/her payment obligations, an application for the opening of insolvency proceedings or similar proceedings has not been filed and there is no suspension of payment.
5. Insofar as the aforementioned securities of the claims to be secured exceed more than 10%, we are obligated to release the securities according to our choice upon request by the purchaser.

### X. Warranty, impairment of performance

1. Prerequisite for any warranty rights of the purchaser is his/her proper fulfilment of all obligations regarding inspection and notification of defects owed pursuant to § 377 of the German Commercial Code (HGB). The purchaser is obligated to inspection and if applicable, notification of defects according to § 377 of the German Commercial Code (HGB); this notification must be in writing.
2. Warranty claims can be asserted within twelve months after transfer of risk.
3. If the goods are defective, the purchaser has a right to supplementary performance in the form of rectification of defects or the delivery of items free of defects. Should supplementary performance fail, the purchaser has the right to reduce the purchase price or to withdraw from the contract.
4. Cases of force majeure (e.g.: governmental regulations or circumstances such as war, strikes, labour conflicts, riots, fire, floods, explosions, natural catastrophes), which entirely or partially prevent the parties from fulfilling their obligations, release us and the purchaser from executing the contract until such time as force majeure ceases.

### XI. Liability

1. In the case of intent or gross negligence on our part or on the part of our representatives or vicarious agents, we assume liability in accordance with the statutory regulations; furthermore, in the event of a culpable breach of essential contractual obligations. Insofar as there is no intentional breach of contract, our liability for damages is limited to foreseeable, typically occurring damages.
2. Liability based on culpable damages resulting in death, physical injuries or health impairment as well as liability in accordance with the Product Liability Act remain unaffected.
3. Insofar as not explicitly otherwise stipulated above, our liability is excluded.

### XII. Applicable law, place of fulfilment, place of jurisdiction

1. This contract is subject to the laws of the Federal Republic of Germany (excluding the CISG).
2. Unless otherwise stipulated in the order confirmation, our registered office is the place of fulfilment.
3. If the customer is a merchant, our registered office is the place of jurisdiction; however, we have the right to institute proceedings against the purchaser at his/her local court.