

§ 1**General - Scope of Applicability**

- (1) Our Terms and Conditions for Sales shall always apply; we shall not recognize any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions for Sales unless we have given our consent to their application in writing. Our Terms and Conditions of Sale shall also apply if we carry out the delivery to the customer without objection in the knowledge of the customer's terms and conditions which conflict with or deviate from our Terms and Conditions of Sale.
- (2) All agreements made between us and the customer for the purpose of executing this contract are set out in writing in this contract.
- (3) Our Terms and Conditions of Sale shall only apply to contractors within the meaning of § 310 (1) of the German Civil Code (BGB).

§ 2**Offer - Offer Documents**

- (1) If the order is to be qualified as an offer according to § 145 BGB, we may accept it within two weeks.
- (2) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. This shall also apply to such written documents which are labelled as "confidential". The customer must obtain our written consent before disclosing such documents to third parties.

§ 3**Prices - Payment Terms**

- (1) Unless specified otherwise in the order confirmation, our prices shall apply "ex works", excluding packaging, which shall be invoiced separately.
- (2) The applicable value-added tax is not included in our prices; it will be shown as a separate figure in the invoice at the applicable rate on the day the invoice is issued.
- (3) The deduction of a discount shall require a special written consent.
- (4) Unless agreed differently in the order confirmation, the net purchase price (without any deductions) is due for payment within 30 days from the date of the invoice. The statutory regulations concerning the consequences of default in payment shall apply.
- (5) The Customer is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been acknowledged by us. Furthermore, the customer shall be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

§ 4**Delivery time**

- (1) The beginning of the delivery time given by us presupposes the clarification of all technical questions.
- (2) Compliance with our delivery obligations further presupposes the timely and proper fulfillment of the customer's obligations. We reserve the right to plead non-performance of the contract.
- (3) If the customer is in delay of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. Further claims or rights shall remain reserved.
- (4) If the conditions of paragraph (3) are met, the risk of accidental loss or deterioration of the purchased goods shall pass to the customer at the point in time at which the customer is in delay of acceptance or payment.
- (5) We shall be liable in accordance with the statutory provisions if the underlying purchase contract is a fixed transaction in accordance with Section 286 (2) No. 4 of the German Civil Code (BGB) or Section 376 of the German Commercial Code (HGB). We shall also be liable in accordance with the statutory provisions if, as a consequence of a delay in delivery for which we are responsible, the customer may claim that its interest in the further performance of the contract has ceased to exist.
- (6) Furthermore, we shall be liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which we are responsible; fault on the part of our representatives or agents shall be attributed to us. If the delay in delivery is due to a grossly negligent breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage.
- (7) We shall also be liable in accordance with the statutory provisions if the delay in delivery we are responsible for is based on the culpable breach of a material contractual obligation; in this case, however, our liability for damages shall be limited to the foreseeable, typically occurring damage.

- (8) Further legal claims and rights of the customer shall remain reserved.

§ 5**Transfer of perils - packaging costs**

- (1) Unless agreed differently within the order confirmation, delivery is to be ex works.
- (2) Different agreements shall apply to the retraction of packaging.
- (3) If the customer so requests, we shall cover the shipment by transport insurance; the incurred costs in this respect shall be covered by the customer.

§ 6**Liability for defects**

- (1) Claims for defects on behalf of the customer presuppose that the customer has properly fulfilled its obligations to inspect the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB).
- (2) Should the purchased goods be defective, the Customer shall be entitled to choose between subsequent fulfillment in the form of rectification of the defect or delivery of a new, non-defective item. In the event of replacement or remedy of the defect, we shall be obliged to bear all expenses necessary for the purpose of subsequent fulfillment, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the purchased item has been transported to a place other than the place of fulfillment.
- (3) If the subsequent fulfillment fails, the customer shall be entitled, at its choice, to demand withdrawal from the contract or a reduction in the purchase price.
- (4) We shall be liable according to the statutory provisions if the customer raises claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or agents. Insofar as we are not accused of any intentional breach of contract, the liability for damages shall be limited to the foreseeable, commonly occurring damage.
- (5) We shall be liable in accordance with the statutory provisions if we fail to comply with a fundamental contractual obligation; in this case, too, however, our liability for damages shall be limited to the foreseeable, commonly occurring damage.
- (6) Insofar as the customer is otherwise entitled to compensation for damage instead of fulfillment due to a negligent breach of obligations, our liability shall be limited to compensation for the foreseeable, typically occurring damage.
- (7) Liability for injury to life, body or health due to negligence shall remain unaffected; this shall also apply to mandatory liability under the Product Liability Act.
- (8) Unless otherwise specified above, liability shall be excluded.
- (9) The limitation period for claims for defects is 24 months, starting from the transfer of risk. This shall not apply insofar as the purchased item is normally used for a building and has caused the defect.
- (10) The limitation period in the case of a delivery recourse according to §§ 478, 479 BGB remains unaffected; it is five years, calculated from the delivery of the defective item.

§ 7**Joint and Several Liability**

- (1) Any further liability for damages than provided for in § 6 shall be excluded, irrespective of the legal nature of the asserted claim. This shall apply in particular to claims for damages arising from a culpable act at the time of closing the contract, due to other breaches of duty or due to claims for compensation for material damage in accordance with § 823 of the German Civil Code (BGB).
- (2) The limitation according to paragraph (1) shall also apply if the customer demands compensation for useless expenses instead of a claim for damages.
- (3) As far as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages in respect of our employees, representatives and agents.

§ 8**Retention of title**

- (1) We reserve the ownership of the purchased item until full payment has been received. In the event of infringement of the contract by the customer, in particular in the event of default in payment, we shall be entitled to take back the purchased goods. The repossession of the purchased goods by us shall constitute a rescission of the contract. After repossession of the goods, we shall be entitled to sell them; the revenue from the sale shall be credited against the customer's liabilities - minus reasonable costs of sale.

- (2) The customer shall be obliged to treat the goods with care; in particular, he shall be obliged to insure them adequately at his own expense against fire, water and theft at replacement value. If maintenance and inspection work is required, the customer must carry out such work in good time at their own expense.
- (3) In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing so that we can file a lawsuit in accordance with § 771 of the German Code of Civil Procedure (ZPO). If the third party is not in a position to compensate us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.
- (4) The customer shall be entitled to resell the goods in the ordinary course of business; however, he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim accruing to him from the resale against his customers or third parties, irrespective of whether the goods have been resold without or after processing. The customer shall remain authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected by this. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of composition or insolvency proceedings has been filed or payments have not been suspended. If this is the case, however, we may demand that the customer notifies 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.
- (5) The processing or transformation of the object of sale by the customer shall always be carried out on our behalf. If the object of sale is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the object of sale (final invoice amount, including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the purchase item delivered under reservation.
- (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 (final invoice amount, including VAT) to the other combined objects at the time of combination. If the combination takes place in such a way that the customer's goods are to be regarded as the main goods, it shall be deemed to be agreed that the customer shall transfer co-ownership to us on a pro rata basis. The customer shall hold the sole ownership or co-ownership thus created in safe custody for us.
- (7) The customer also assigns to us any claims to secure our claims against him which arise against a third party through the combination of the object of sale with a property.
- (8) We undertake to release the securities to which we are entitled at the customer's request to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released shall be incumbent upon us.

§ 9**Place of Jurisdiction - Place of Fulfilment**

- (1) If the customer is a merchant, our place of business shall be the place of jurisdiction; however, we shall also be entitled to sue the customer at the court of his place of residence or business.
- (2) The law of the Federal Republic of Germany shall apply.
- (3) In the event of any ambiguity or doubt, the German version of our General Terms and Conditions shall be legally binding.
- (3) Unless otherwise stated in the order confirmation, our registered office shall be the place of fulfillment.