

## GENERAL TERMS AND CONDITIONS OF SALE

We confirm your order subject to the exclusive application of our general terms and conditions of sale printed on the reverse side hereof.

### § 1 Application

- (1) These terms and conditions of sale shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing.
- (2) These terms and conditions of sale shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.
- (3) These terms and conditions of sale shall only apply vis á vis merchants, governmental entities, or special governmental estates within the meaning of sec. 310 para. 1 BGB (German Civil Code).

### § 2 Offer, Orders

- (1) Our offers shall not be binding; in particular with reference to quantities, price and delivery time.
- (2) Orders place by the Buyer shall not be regarded as accepted before these have been confirmed to us in writing. If we should fail to confirm an agreement in writing we have entered into verbally or in a Telephone conversation, then our invoice shall be regarded as confirmation.

### § 3 Prices, Payment

- (1) Prices are ex works, exclusive of the respective statutory VAT and exclusive of costs for packaging, except as otherwise expressly agreed upon.
- (2) The purchase price is due and payable net within 30 days from the date of the invoice. From the due date interest in the amount of 8% above the respective base interest rate p. a. shall accrue. We reserve all rights to claim further damages for delay.

### § 4 Offset, Retainer

The purchaser shall be entitled to offset only insofar as the purchaser's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement. The purchaser is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

### § 5 Delivery

- (1) Delivery is conditioned upon timely and proper performance of all duties of the purchaser. Defences based on non-performance of the contract are reserved.
- (2) In case of default in acceptance or other breach of duties to cooperate by the purchaser we are entitled to claim any resulting damage including but not limited to additional expenses, if any. Further damages are reserved. In this case, the risk of loss or damage to the goods passes to the purchaser at the time of such default or breach of duty to cooperate.
- (3) We shall have the right for reasonable partial shipments.

### § 6 Passing of Risk, Shipment

If the purchaser demands shipment of the goods the risk of loss or damage to the goods passes to the purchaser upon dispatch.

- (2) The selection of the place of dispatch and the transport route and the means of transport shall, in the absence of any written arrangement dictating otherwise, be subject to our reasonable discretion and be without liability for the cheapest and fastest transport.
- (3) If the Buyer provides the means of transport, then he shall be responsible for its availability on time. We shall immediately be informed of any delays. Any costs arising therefrom shall be at the expense of the Buyer.
- (4) Our delivery obligation shall at all times be subject to timely and orderly receipt of the goods from our own suppliers.
- (5) Unless otherwise expressly agreed in writing, any indicated time of delivery or unloading shall be non-binding.
- (6) Any inability to supply as a result of force majeure or other unforeseen incidents outside our responsibility including, without limitation, strike, lock out, acts of public authorities, subsequent cease of export or import opportunities and our reservation of timely supply from our own supplies in accordance with subsection (5) above shall, for their duration and in accordance with their impact, relieve us from the obligation to comply with any agreed time for delivery and unloading. Further, the above inability to supply gives us the right to withdraw from the contract without giving the right to the Buyer to claim for indemnity or other rights.
- (7) If any agreed time of delivery or unloading shall be exceeded and there shall be no incident referred to in subsection (6) above, then the Buyer must specify to us a reasonable cure period of minimum two weeks. If we shall fail to meet such deadline also, then the Buyer shall have the right to rescind the agreement but shall have not right to seek compensation for breach of contract or default unless in cases of wilful misconduct or gross negligence on our part.

### § 7 Retention of Title

- (1) We retain title to the goods until receipt of all payments in full. In case of breach of contract by the purchaser including, without limitation, default in payment, we are entitled to take possession of the goods.
- (2) The purchaser shall handle the goods with due care, maintain suitable insurance for the goods and, to the extent necessary, service and maintain the goods.
- (3) As long as the purchase price has not been completely paid, the purchaser shall immediately inform us in writing if the goods become subject to rights of third persons or other encumbrances.
- (4) The purchaser may resell goods subject to the above retention of title only in the course of his regular business. For this case, the purchaser hereby assigns all claims arising out of such resale, whether the goods have been processed or not, to us. Notwithstanding our right to claim direct payment the purchaser shall be entitled to receive the payment on the assigned claims. To this end, we agree to not demand payment on the assigned claims to the extent the purchaser complies with all his obligations for payment and does not become subject to an application for insolvency or similar proceedings or to any stay of payments.
- (5) Insofar as the above securities exceed the secured claim by more than 10%, we are obligated, upon our election, to release such securities upon the purchaser's request.

### § 8 Quality, measures and weights

- (1) Quality and measures determine themselves according to the DIN/CEN and ASTM standards and/or material sheets valid with conclusion of a contract. Deviations from quality, measure and weight are permissible according to DIN EN and ASTM standard or the valid exercise.
- (2) The observance of not under (1) specified, deviating standards and directives as well as separate customer specifications, requires a clear written agreement.

### § 9 Purchase

- (1) If it is agreed upon a certain Purchase Quantity, it can only take place in our stock and after notification of ability to purchase. The buyer carries the material and personal Purchase Quantity costs.
- (2) If a Purchase is not carried out without our fault or not in a timely manner, we reserve the right to ship the goods or store them at cost and risks of the buyer and to invoice them.

### § 10 Warranty

- (1) Precondition for any warranty claim of the purchaser is the purchaser's full compliance with all requirements regarding inspection and objection established by sec. 377 HGB (German Commercial Code).
- (2) Warranty claims shall be time-barred after 12 months of the passage of risk.
- (3) In case of non-conformity of the goods the purchaser is entitled to alternative performance in the form of remedy of the defect or delivery of conforming goods. If such alternative performance has failed, the purchaser is entitled to reduce the purchase price or to withdraw from the contract.

### § 11 Liability

- (1) In case of intent or gross negligence on our part or by our agents or assistants in performance we are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally our liability for damages shall be limited to the typically predictable damage.
- (2) Our liability for culpable damage to life, body or health as well as our liability under the Product Liability Act shall remain unaffected.
- (3) Any liability not expressly provided for above shall be disclaimed.

### § 12 Final Provisions

- (1) This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).
- (2) Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Unna.
- (3) The invalidity of any provision of these general terms and conditions shall not affect the validity of the other provisions. Invalid provisions shall be deemed to be replaced by such valid provisions that shall be suitable to implement the economic purpose of the deleted provision to the greatest extent possible.