

Art. 1 Scope

- (1) These terms of sale shall apply solely to corporate clients, legal entities under public law and special funds under public law in compliance with Art. 310 Section 1 BGB (German Civil Code). We shall only recognise conditions and terms of the purchaser which are adverse to or deviate from these terms of sale if we expressly confirm their validity in written form.
- (2) These terms of sale shall also apply to all future transactions with the purchaser.

Art. 2 Offer and conclusion of contract

- (1) If an order qualifies as an offer in compliance with Art. 145 BGB, we can accept the offer within 2 weeks.

Art. 3 Documents provided to the purchaser

- (1) We retain property and copyrights to all documents provided to the purchaser with placing of the order. These documents shall not be made accessible to third parties without our express approval in written form. If we do not accept the purchaser's offer within two weeks in compliance with Art. 2, these documents shall be sent back to us immediately.

Art. 4 Prices and payment

- (1) If nothing contrary is stipulated in written form, our prices shall be understood ex works excluding packaging, plus the applicable VAT rate.
- (2) The weights and measures determined by us shall be relevant for our calculations.
- (3) For deliveries effected 3 months or more after the conclusion of the contract, we shall retain the right to reasonable price changes due to changes in wage, material or distribution costs or changed or newly introduced public charges.
- (4) The payment of the purchase price shall be made solely to the account indicated on our invoices.
- (5) If nothing else is stipulated, the purchase price shall be paid within 30 days from the date of invoice. If payment is effected within 10 days from the date of invoice, a deduction of a 2% discount shall be allowed.
- (6) Default interest shall be calculated at 8 % above the applicable base rate. We shall retain the right to assert higher claims for damages due to delay.

Art. 5 Set-off and lien

- (1) The purchaser shall only have the right to set-off if his counterclaims are finally determined by court decision or undisputed. The purchaser shall only be entitled to enforce lien rights to the extent to which his counterclaim is based on the same contractual relationship.

Art. 6 Delivery time and delivery

- (1) The delivery date shall only be valid if all technical questions have been discussed and the purchaser has met with all his obligations in time and properly. This also includes that the purchaser has effected all due payments from prior deliveries.
- (2) Our indications regarding the delivery date are to be understood applying to the despatch date ex works.
- (3) Delivery of partial lots shall be permissible.
- (4) We shall select route and means of despatch. If the purchaser wishes another route or means of despatch and we comply with this, the purchaser shall be charged with the additional freight costs compared to the most favourably priced despatch if carriage-free delivery was stipulated.
- (5) In case of the purchaser's default of acceptance or other culpable violations of obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by this including possible additional expenditure. We shall retain the right to further claims. If above requirements are fulfilled, the risk of accidental perishing or deterioration of the sales item passes to the purchaser at that point of time when the latter has come into default of delivery or debts.

Art. 7 Passing of risk on consignment

- (1) If the item is despatched to the purchaser, the risk of accidental perishing or deterioration of the merchandise passes to the purchaser when despatched to the purchaser, at the latest when leaving the works. This shall apply regardless of whether the goods are despatched from the place of performance or who is charged with the freight costs.

Art. 8 Retention of title

- (1) We shall retain the title of the merchandise despatched until all receivables arising from the contract have been completely paid. This shall also apply to all future deliveries even if we do not state that expressly every time. We shall be entitled to take back the sales item if the purchaser behaves contrarily to the contract.
- (2) The purchaser shall be obliged to handle the item with care as long as the title has not yet passed to him. In particular, he shall be obliged to adequately insure the merchandise at his own expense against theft, fire and water damage at replacement value. As long as the title has not yet passed to him, the purchaser shall notify us immediately in written form if the

merchandise is repossessed or exposed to any other kind of interference from third parties. If the third party is not able to compensate us for the legal and out-of-court costs of an action pursuant to Art. 771 ZPO (German Code of Civil Procedure), the purchaser shall be liable for the damage incurred.

- (3) The purchaser shall be entitled to resale of the goods subject to retention of title in the ordinary course of business. Hereby, the purchaser shall assign the receivables of his respective buyer arising from the resale of goods subject to retention of title to us in the amount of the stipulated total invoice amount. This assignment shall be valid regardless of whether the sales item has been resold without or after processing. Even after assigning the receivables, the purchaser shall be entitled to collect the debts. Our entitlement to collect the receivable ourselves shall remain unaffected by this. However, we shall not collect the receivable as long as the purchaser meets his payment obligations with the collected revenue, does not enter default of payment and, in particular, as long as no application for insolvency proceedings has been filed or payments have been discontinued.
- (4) The purchaser's adapting or processing and alteration of the sales item is always performed on behalf and by procuration by us. In this case, the purchaser's reversionary interest in the sales item shall continue for the remodelled item. If the sales item is processed with other items not belonging to us, we shall acquire joint property of the new item relative to the objective value of our sales item in proportion to the other processing items at the time of processing. The same shall apply for mixing. If the mixing is performed such that the purchaser's item is to be seen as the main thing, it shall be stipulated that the purchaser transfers joint property to us proportionately and stores the sole or joint property produced in that way for us.
- (5) We shall be obliged to release the securities to which we are entitled at the purchaser's request to the extent that their value exceeds by more than 20% the claims to be secured.

Art. 9 Warranty and complaint

- (1) The purchaser's warranty rights require his having orderly complied with the inspection and complaint obligations according to Art. 377 et seq. HGB (German Commercial Code). If complaints arise although highest possible attention has been paid, apparent defects shall be claimed immediately, at the latest within 8 days after receipt of the goods and hidden defects immediately after detection according to Art. 377 HGB. Otherwise, the merchandise shall be understood to be approved.
- (2) Claims for defects shall be subject to a limitation period of 12 months after handover of the goods delivered by us to our purchaser.
- (3) Our prior approval shall be sought before the goods may be sent back.
- (4) If the merchandise delivered exhibits a defect which was already present at the passing of risk despite all due care and attention, we shall either choose to remedy the defect or to supply substitute goods subject to a complaint in due time. The purchaser shall always give us the chance to provide supplementary performance within a reasonable period of time.
- (5) If supplementary performance fails, the purchaser may withdraw from the contract or reduce the purchase price without prejudice to any claims for damages, if any. The purchaser shall not receive compensation for futile expenditure.

- (6) Claims for defects shall not apply in case of only insignificant deviation from the agreed characteristics, only insignificant impairment of useability or defects arising after the passing of risk from faulty or negligent treatment, overstraining, the use of inadequate equipment or due to outside influences which are not preconditioned in this contract. If the purchaser or third parties perform changes or repair work in an improper way, no claims for defects shall apply for these changes and the consequences arising from them.
- (7) Claims of the purchaser for expenditure necessary for the purpose of fulfilling supplementary performance, in particular transport, call-out, work and material costs, shall be excluded if the expenditure increases because the merchandise delivered by us has been taken to a place other than the purchaser's plant unless this was done in accordance with the intended use of the product.
- (8) The purchaser shall only have recourse claims against us to the extent to which the purchaser has stipulated no agreements exceeding the legal claims for defects with his customer. In addition, section 6 shall apply mutatis mutandis to the scope of the purchaser's recourse claims against us.
- (9) Further claims of the purchaser against us and our subcontractors due to a defect or claims other than the ones stated hereby in Art. 9 shall be excluded.
- (10) In case of misrepresentation of a defect by silence or if contractual guarantee for the goods at the time of the passing of the risk in compliance with Art. 444 BGB has been assumed, the purchaser's right shall be limited to those regulated by the law.

Art. 10 Miscellaneous

- (1) This contract and any legal relations between the parties are governed by the law of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of performance is Ötigheim, the court of jurisdiction for all claims is Rastatt.
- (2) Changes and supplementations to this contract require written form. This shall also apply to changing this written form clause.
- (3) If a provision of this contract is or becomes invalid or incomplete, it shall not affect the other provisions in this contract. The parties oblige themselves to stipulate a legally acceptable provision which comes closest to the purpose of the invalid provision in lieu of the latter.