

General conditions of sale

§ 1 Scope of application

These conditions of sale apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of § 310 paragraph 1 BGB (German Civil Code). We shall only recognize any terms and conditions of the customer which conflict with or deviate from our terms and conditions of sale if we expressly agree to their validity in writing. These Terms and Conditions of Sale shall also apply to all future transactions with the customer, insofar as these are legal transactions of a related nature (as a precaution, the Terms and Conditions of Sale should always be attached to the order confirmation).

§ 2 Offer and conclusion of contract

If an order is to be regarded as an offer in accordance with § 145 BGB, we can accept it within two weeks.

§ 3 Documents provided

We reserve ownership rights and copyrights to all documents handed over to the customer in connection with the placing of the order, such as calculations, drawings, etc.. These documents may not be made accessible to third parties, unless we give our express written consent to the customer to do so. If we do not accept the customer's offer within the period of § 2, these documents must be returned to us immediately.

§ 4 Prices and payment

Unless otherwise agreed in writing, our prices are ex works excluding packaging and plus value added tax at the applicable rate. Packaging costs will be invoiced separately. Payment of the purchase price shall be made exclusively to the account stated overleaf. The deduction of a discount is only permissible if a special written agreement has been made.

§ 5 Rights of retention

The customer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

§ 6 Delivery time

The commencement of the delivery period stated by us shall be subject to the timely and proper fulfillment of the Purchaser's obligations. We reserve the right to plead non-performance of the contract. If the customer is in default 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. We reserve the right to assert further claims. Insofar as the above conditions exist, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the customer at the point in time at which he is in default of acceptance or debtor's delay. Further legal claims and rights of the customer due to a delay in delivery remain unaffected.

§ 7 passing of risk in case of shipment

If the goods are dispatched to the Customer at the Customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the Customer upon dispatch to the Customer, at the latest upon leaving the factory/warehouse. This shall apply irrespective of whether the goods are dispatched from the place of performance or who bears the freight costs.

§ 8 Retention of title

We reserve title to the delivered item until full payment of all claims arising from the delivery contract. This also applies to all future deliveries, even if we do not always expressly refer to this. We are entitled to take back the object of purchase if the customer behaves contrary to the terms of the contract. The customer is obliged to treat the object of sale with care as long as ownership has not yet been transferred to him. In particular, he is obliged to insure them sufficiently at

his own expense against theft, fire and water damage at replacement value. The customer shall carry these out in good time at his own expense. As long as the ownership has not yet been transferred, the customer must inform us immediately in writing if the delivered item is seized or subjected to other interventions by third parties. Insofar as the third party is not in a position to reimburse 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. The customer is entitled to resell the reserved goods in the normal course of business. The customer hereby assigns to us the claims against the customer arising from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including value added tax). This assignment shall apply irrespective of whether the object of sale has been resold without or after processing. The customer remains authorized to collect the claim even after the assignment. Our authority to collect the claim

ourselves shall remain unaffected thereby. The treatment and processing or transformation of the object of purchase by the customer shall always be carried out in our name and on our behalf. In this case, the customer's expectant right to the object of sale shall continue in the transformed object. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of our object of sale to the other processed objects at the time of processing. The same shall apply in the event of mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer transfers co-ownership to us on a pro rata basis and stores the resulting sole ownership or co-ownership for us. In order to secure our claims against the customer, the customer also assigns to us such claims which accrue to him against a third party through the combination of the reserved goods with a piece of land; we hereby accept this assignment.

§ 9. Miscellaneous

This contract and all legal relations between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

Place of performance and exclusive place of jurisdiction for all disputes arising from this contract shall be our place of business, unless otherwise stated in the order confirmation.