

## General terms and conditions

### 1. General

All agreements concerning the nature and scope of delivery are governed by these terms and conditions, which are considered accepted on order submission or receipt of delivery. Different conditions stipulated by the ordering party but not approved by us expressly in writing are non-binding, even if not contradicted by us expressly in writing.

### 2. Quotations

Quotations are provisional and may be influenced by changes in price until final order confirmation (subject to prior sale).

### 3. Shipping

Unless agreed otherwise, the purchaser bears the costs of shipping and packaging the goods. As soon as an ordered consignment leaves our factory or readiness to dispatch has been indicated to the ordering party, the risk of coincidental loss or degradation of the consignment passes to the ordering party, regardless of who bears the freight costs. This also applies if the ordering party requests dispatch to a location other than that of the said party. Complaints concerning transport-related damage are to be directed at the responsible shipping agency. Unless the ordering party has issued dispatch instructions, the most economical transport routes and means will be selected without any guarantee using the best possible discretion.

### 4. Over-deliveries

Depending on the quantities of an ordered item, the following over-delivery tolerances are permissible: Up to +10% for 10,000 units or more; up to +1000 units for 10,000 units or less.

### 5. Delivery times

Specified delivery times are approximate and non-binding. Force majeure, labour disputes, unrest, government actions, failure to deliver on the part of our subcontractors and other unforeseen, unavoidable, serious events exempt us from our delivery obligations for the period of the disturbance to the extent of its effect. This also applies if the disturbance occurs while we are in default of delivery. Unless agreed otherwise, orders on call are to be accepted within 6 months of expiry of the contractual deadline, without our having to issue a request for acceptance or notice of default. Once the deadline has expired, we are entitled to choose either between invoicing the ordered goods, or cancelling the order.

### 6. Liability for defects

The state of goods is governed exclusively by the agreed technical delivery specifications. If we need to deliver goods according to the customer's drawings, specifications, samples etc., said customer assumes the risks associated with suitability for the intended purpose. Decisive for the contractual state of goods is the point in time at which risk is transferred as per item 3.

6.1 We assume no liability for defects arising from inappropriate or improper use, faulty installation or commissioning by the customer or third parties, regular wear and tear, improper or negligent handling, nor for the consequences of improper modifications or repairs performed by the customer or third parties without our approval. The same applies to defects which only insignificantly impair the goods' value or utility.

6.2 Claims raised over defects are subject to the statutory period of limitation, unless agreed otherwise. The customer is to inspect goods delivered by us immediately on receipt. Any discovered faults and deviations from ordered quantities – including details concerning the nature and scope of the faults – are to be indicated to us in writing within a time limit of 14 days following delivery. The same applies to concealed faults following their detection. Delayed fault complaints issued hereafter are not covered by our guarantee obligations.

### 7. Further liability

Any further liability, regardless of its legal grounds, is limited to compensation of direct damage which can be reasonably anticipated by us, but no more than 5% of the order value.

7.1 Under no circumstances do we assume any liability for consequential damage such as loss in earnings, higher production costs, or production costs booked in vain etc.

7.2 Should the supplier suffer an inability to deliver performance following contract conclusion, the ordering party is not entitled to any damage compensation if the supplier immediately announces this inability.

Any liability enforced on us by other statutory regulations is not influenced by the clauses specified above.

### 8. Payment

Payments are due as follows: At a 2% discount by cheque or bank transfer within 10 days of the invoicing date, or net within 30 days. On default of payment, we reserve the right to impose regular surcharges and interest rates. If, following contract conclusion, our claims for payment are endangered gravely by a significant deterioration in the ordering party's financial circumstances, we can demand advance payments or securities within a reasonable deadline and withhold our goods / services until our demands have been met. If the ordering party refuses or fails to meet our demands within the stipulated deadline, we are entitled to withdraw from the contract or claim compensation for damage due to non-fulfillment.

### 9. Reservation of title

We reserve the right to ownership of the delivered merchandise until all claims raised vis-à-vis the customer in connection with the business transaction have been fulfilled. The customer is entitled to sell the merchandise as part of orderly business operations provided that said customer ensures timely fulfillment of their obligations to us in connection with the business transaction. However, the customer may not pawn or transfer reserved merchandise as security. The customer is obliged to safeguard our rights during credited re-sale of reserved merchandise. The customer must notify us immediately of any measures of enforcement by a third party concerning the merchandise subject to reservation of title or concerning the previously transferred claims, also handing over the documents necessary for an intervention.

### 10. Place of fulfillment, legal venue

Lüdenscheid is the place of fulfillment and legal venue for all obligations arising from the contractual relationship.

### 11. Legal validity

If any part of these sales conditions becomes invalid, this does not affect the legal validity of the remaining parts.

### 12. Deliveries abroad

Deliveries to ordering parties abroad are also governed expressly by German law.