

### **1. Scope**

- 1.1 These terms and conditions only apply for businesses according to § 14 BGB, not for consumers.
- 1.2 All our deliveries and services must apply to these terms and conditions. Contradictory or aberrant conditions of the customer are not valid unless explicitly acknowledged.
- 1.3 Our terms and conditions will apply to future transactions regardless if quoted in ever case.

### **2. Offer and conclusion of contract**

- 2.1 Our offers are subject to change if not explicitly acknowledged as binding.
- 2.2 A written confirmation is decisive for the order.

### **3. Delivery and passing of risk**

- 3.1 The customer takes the risks and costs for transit and transportation of the goods. The risks are transferred to the customer as soon as the goods leave the base.
- 3.2 Delivery in parts is permissible as long as the delivery deadline is met and is not considered unreasonable towards the customer.
- 3.3 If a delay occurs due to gross negligence we are liable for the damage caused. For ordinary negligence we assume no liability.

### **4. Prices/compensation and retention**

- 4.1 The prizes in our confirmation are decisive. They are quoted ex works and do not include transportation, postal charges, insurance, customs, other expenses or value added tax.
- 4.2 The customer is only entitled to counterclaim if the counterclaim has been proven valid. The customer is only entitled to retention if based on the same contract.

### **5. Defects**

- 5.1 The customer is obliged to examine the goods on arrival and to chide us for any obvious defects in writing. Obscured defects must be chided on discovery. Otherwise the delivery is acknowledged.
- 5.2 If we cause a defect we are entitled to supplementary performance in either mending or delivering a defect-free part. If supplementary performance is declined, failed or unreasonable towards the customer, the customer is entitled to exercise further legal rights.

### **6. Indemnification**

- 6.1 We are liable for indemnification no matter the legal case if gross negligence or intent occur. In case of ordinary negligence we are only liable for
  - violations of life, body or health
  - violations of crucial obligations of contract (obligations, that have to be met in order to see the contract through and in which the customer is entitled to trust and so does frequently); however, in that case our liability is limited to the foreseeable and typically occurring damage.
- 6.2 These liability limits do not apply if we have maliciously obscured defects or formerly provided guarantee for the state of the goods or in any cases of liability according to the product liability act.
- 6.3 For faults of our legal representatives and proxies we shall be held responsible.
- 6.4 The legal rules for the burden of proof are not touched by the former.

### **7. Statute of limitations**

- 7.1 Unless otherwise determined in the following the general period of limitations for customer claims over material or legal defects lasts one year starting at delivery date. These limitations also apply to the customer's inner-contractual or non-contractual claims to indemnification that are based on defective goods.
- 7.2 The legal periods of limitation apply to
  - claims to indemnification due to violations of life, body or health;
  - liability according to the product liability act;
  - if we maliciously obscured defects;
  - if we provided any guarantee;
  - matters of buildings or parts commonly used for buildings that have caused the defective state of the building;
  - claims from the supplier's regress at the point of delivery to the consumer (§ 479 BGB).

### **8. Retention of title**

- 8.1 We reserve our proprietary rights over the goods delivered by us until the payment of current and former contracts is completed.
- 8.2 Should the customer default or should become apparent, that the customer's solvency endangers our claims, we are entitled to repossess the goods.
- 8.3 In a case of seizure or other third-party interventions the customer is obliged to immediately contact us. The customer is responsible for all costs that involve retreating the product unless it can be obtained from the third party.

- 8.4. The customer is entitled to be in charge of the product under duly circumstances, which is subject to revocation. Chattel mortgage or pledges are not allowed. The goods which are corpus of the retention of title shall only be transferred to the consumer if the customer's obligations towards us are not in delay.

In cases of reselling the customer already assigns any profit of the reselling amounting to our final amount (value added tax included) to us.

The customer is entitled to fiduciarily collect the assigned claims, which is subject to revocation. The reselling of the claims as actual factoring is subject to our approval. For a compelling reason we are entitled to inform the third-party debtors about the assignment of claim. By that the customer's authority to collect ends. In case of revocation of this authority we are entitled to demand that the customer announces all assigned claims and their debtors, provides us with all necessary data and papers to collect and informs the debtors about the assignment.

A compelling reason is given in the case of delay of payment, default, bankruptcy order or substantiated hints to financial overextension or imminent insolvency of the customer.

- 8.5. Working of the product is at all times done for us. We are the manufacturer according to § 950 BGB without further obligations. If the product is worked together with other items not belonging to us we gain co-possession over the new object relative to the final amount and to the acquisition price of the other worked item. All regulations that apply to the product also apply to that new object.
- 8.6. In the case that the product is fixed to or mixed with loose objects belonging to the customer in a way that the customer's object can be regarded as the main-object, the customer already transfers its co-possession to us relative to the product's worth and to what the loose objects it is fixed to or mixed with is worth. The customer is responsible for storing and does not charge us for it. In the case that the product is fixed to or mixed with loose objects belonging to a third party in a way that the third party's object can be regarded as the main-object, the customer already transfers all claims for being paid by the third party to us amounting to what the product is worth according to its bill. The new object created by fixing or mixing as well as the right to co-possession of the new object as well as the aforementioned transfer of claims for payment serve to securing our own claims as does the product itself.
- 8.7. If retention of title or transfer of claims for payment are void or not pursuable due to any foreign law the liability corresponding to retention of title or transfer of claims for payment in this section is regarded as acknowledged. If hereafter the customer's cooperation is needed he has to take all means necessary for establishing and keeping that liability.

### **9. Non-disclosure**

All our business-related or technical data the customer is provided with have to be kept secret from third parties, unless proven to be known publicly. The customer can only provide third parties with that data if we have given our consent in writing. The third party, then, is obliged to secrecy. The customer is entitled to only use the information related to the order or related to the future use of the product according to the order. Our entire data is immediately to be handed back or destroyed if so required. Data, plans, programs, skills, experience, know-how are regarded as data according to this agreement no matter the kind of record, saving or channeling and regardless the implicit or explicit mentioning of it being a secret.

### **10. Place of performance, place of jurisdiction, applicable law**

- 10.1. Unless otherwise noted, the place of performance of delivery, payment and other contractual obligations is Pforzheim.
- 10.2. Place of jurisdiction for any legal dissensions arising from the origin or efficacy of the contract for both parties is the location of our business provided the customer is trader or legal entity by public law. If we so wish we can file a suit at the customer's location.
- 10.3. The contract is subject to German law only. It is not subject to the United Nations Convention on Contracts for the International Sale of Goods (CISG).