

**1. Scope of application:** Only these terms of sale and the applicable legal regulations apply to our deliveries and services. Any deviating provisions - particularly in conditions of the purchaser - are only binding for us, if they have been confirmed by us in written form. The delivery of goods, the provision of services or the acceptance of payments does not constitute recognition on our part of deviating provisions.

**1.1** Our terms of sale only apply to companies (§ 14 BGB), legal entities under public law or a special fund under public law (§ 310 paragraph 1 sentence 1 BGB).

**2. Offers, contracts:** Our offers are without obligation; a contract is only concluded by our written confirmation or if orders have been executed by us.

**3. Formal requirement:**

**3.1** "In writing" within the meaning of these terms of sale means text form (e-mail, fax, machine-printed letters or telegrams); "written form" means a hand-signed document. Changes or additions to these terms of sale, including this section 3.1 and the termination or consensual cancellation of an agreement must be in written form.

**3.2** Other declarations or notifications by the purchaser shall be made in writing.

**4. Prices, surcharge for small quantities:**

**4.1** The agreed prices are ex-works, and excluding applicable VAT on the date of delivery.

**4.2** For a value of goods below € 150 per order, a surcharge for small quantities will be charged in the amount of € 5.50; for a value of goods below € 50 an amount of € 9.50 will be charged.

**5. Payment, set-off, return of goods:**

**5.1** Unless the order confirmation or other written agreements state otherwise, the purchase price - without deduction - is due and payable within 30 days from date of invoice. The statutory regulations concerning the consequences of default in payment shall apply.

**5.2** The purchaser may only set off with undisputed or legally established claims.

**5.3** When returning goods, 10% will be deducted from the purchase price. Depending on the condition of the goods - or other costs incurred in trading products - the deduction can be higher.

**6. Place of performance, shipment:**

**6.1** The place of performance for the delivery or service is the place of our factory or warehouse.

**6.2** If shipment of the goods has been agreed, we will ship the goods at the risk of the purchaser; here we determine manner of shipment, shipment route and carrier.

**7. Partial delivery and performance:** Partial delivery and performance shall be permitted to a reasonable extent.

**8. Delivery, delay:**

**8.1** If an agreed date for delivery or performance is exceeded, or another contractual obligation is not fulfilled by us in time, the purchaser shall grant a reasonable extension of at least three weeks to us in writing.

**8.2** If delivery or performance does not take place by the end of the additional delivery or performance period and the purchaser will therefore exercise the option of withdrawal or demands compensation in place of performance, the purchaser is obliged to notify us first in writing, setting a further reasonable period for delivery or performance. Purchaser shall, upon our request, notify us in writing within a reasonable time period, whether the purchaser intends, as a result of the delay, to withdraw and/or claim compensation in place of performance, or insist on delivery/performance.

**9. Transport insurance:** We are entitled to take out appropriate transport insurance on behalf of and at the expense of the purchaser in an amount at least equal to the invoiced value of the goods.

**10. Retention of title:**

**10.1** Sold goods shall remain our property until fulfilment of all claims from the business relationship.

**10.2** If the reserved goods are worked on or processed by the purchaser, our retention of title shall extend to the whole new product. If the goods have been processed, combined or mixed by the purchaser with goods of others, we shall acquire co-ownership of the new product to that part, corresponding to the ratio of the invoiced value of our reserved goods to the total value of the other goods which have been processed, combined or mixed.

**10.3** In the event our goods are combined or mixed with goods of purchaser or of any third party, purchaser hereby assigns to us its rights with regard to the new product. If the purchaser of the reserved goods mixes or combines a main object of a third party against payment, he hereby assigns to us now his compensation claims against the third party.

**10.4** The purchaser is entitled to resell the reserved goods or the new product in the ordinary course of business operations. If the purchaser sells the reserved goods or the new product, without receiving the full purchase price in advance, or step by step against the handing over of the goods or the new product, he has to agree upon retention of title with his customer, under these conditions. The purchaser hereby assigns to us his claims arising from such resale and the rights of the said agreement for retention of title. He is obliged, at our request, to notify the purchasers about the assignment and to provide us with the necessary information and documents, to enforce our rights against the purchaser. The purchaser is, despite the assignment, only authorised to collect claims from the resale as long as he fulfils his obligations towards us.

**10.5** If the value of the collateral granted to us, exceeds our claims by more than 10%, we are, upon request by purchaser, obliged to release collateral as we deem appropriate. The enforcement of retention of title by us is only a withdrawal with our prior consent made in writing.

**11. Force majeure:** In case of force majeure our delivery and performance obligations rest. The same applies to shortage of energy or raw material supplies, labour disputes, governmental orders, traffic or operational disturbances, even if subcontractors or our affiliates are affected.

**12. Product information:** Unless otherwise agreed in writing, the contractually agreed quality of the goods is solely given from our current product specifications. Quality, durability and other information shall be deemed to be guarantees only if they are agreed and indicated by us as such in written form. Our other information in speech and writing about products, equipment, installations, applications, processes and process instructions are based on laboratory work and experience in the field of applied engineering. We provide this information in good faith, subject to changes and advancements, but without any liability. The aforesaid shall not release the purchaser

of his obligation to verify the suitability of our goods for the use intended by the purchaser. This also applies with regard to the protection of property rights of third parties.

**13. Complaints:** All complaints, particularly those relating to defects and delivery shortfalls, must be submitted to us in writing without delay, but not later than 10 days after the delivery of goods or, in the case of latent defects, within 5 days from the date such defect(s) is (are) discovered or should have been discovered through reasonable investigation. If the purchaser does not indicate complaints on time or in the agreed form, our delivery or performance referred to in such non-compliant notice shall be deemed to be delivered or performed in accordance with the contract. If the purchaser, in knowledge of a defect, accepts our delivery or performance, the purchaser shall only be entitled to raise a claim for such defects, if the purchaser has reserved such rights in writing at the time of delivery.

**14. Rights of the purchaser in case of defects:**

**14.1** The purchaser cannot deduce any rights from the defect in our delivery or performance, insofar only insignificant reduction of contractual nature exists. As far as our delivery or performance is defective and is hereafter a justifiable objection to the purchaser, we will replace or repair the delivery at our own discretion (supplementary performance). We shall always be granted reasonable time to provide such replacement or repair. If supplementary performance fails, and we refrain from further attempts at remedy, the purchaser may withdraw or reduce the remuneration accordingly.

**14.2** In addition, the purchaser may request damages and compensation for the expenses necessary for the purpose of supplementary performance, in accordance with statutory requirements. On the compensation and reimbursement of expenses, paragraph 15 shall apply.

**14.3** Statutory rights of recourse against us are limited to cases where the purchaser has made no agreements, exceeding the statutory warranty claims, with its customers.

**14.4** If the purchaser wants to take recourse against us, after it has been successfully claimed by the terms of the sale of consumer goods, the statutory right of recourse shall remain unaffected due to the rules governing the sale of consumer goods.

**15. Damages:**

**15.1** Compensation and reimbursement of expenses of the purchaser, with whatever legal basis, especially for violations of duties arising from the obligation and/or tort, against us, our legal representatives, employees and agents shall only exist if we, our legal representatives, employees or agents acted intentionally or with gross negligence or where the breach for the purpose of the contract is essential and on whose compliance the purchaser regularly trusts and may trust (cardinal duties). In negligent breach of cardinal duties, our liability is limited to the contract-typical, foreseeable damage.

**15.2** The exclusion or limitation of liability does not apply where liability is mandatory in the case of injury of life, body or health, or mandatory under the Product Liability Act (ProdHaftG) or for other compelling reasons.

**16. Limitation:** Warranties, compensation and reimbursement of expenses of the purchaser shall expire within 1 year from the statutory limitation period, unless where warranty claims for a good are concerned which has been used in accordance with normal construction use and has caused its defectiveness: in this case, the limitation period is 4 years. The above limitation periods shall not apply if we have acted wilfully in the case of injury of life, body or health, in the case of mandatory situations under the Product Liability Act (ProdHaftG) or for compelling reasons.

**17. Legal requirements, foreign trade and customs law, exemption, withdrawal:**

**17.1** Unless otherwise agreed with the purchaser in a particular case in written form, the purchaser shall be responsible for compliance with statutory and regulatory requirements regarding import, transport, storage, use, distribution and export of the goods. The purchaser specifically agrees not to use, sell or otherwise dispose of any of the goods to third parties for the development or production of biological, chemical or nuclear weapons; for the illicit manufacture of drugs; in violation of embargoes; in violation of statutory registration or reporting requirements; or without having obtained all relevant approvals required under applicable laws and regulations. The purchaser agrees to reimburse us for all losses and damages and to indemnify us against all civil, administrative and criminal claims resulting from the breach of the foregoing obligations by the purchaser.

**17.2** Where a statutory or regulatory approval requirement applies to the export of our goods/performance at the time of delivery/performance and such export approval is not granted upon request, we shall be entitled to withdraw.

**17.3** We are also entitled to withdraw when a product registration obligation applies and registration at the time of delivery/performance has not been applied for or granted.

**18. Place of jurisdiction:** If the purchaser is a merchant, the exclusive place of jurisdiction shall be the headquarters of our company; if we take legal action, the general jurisdiction of the purchaser shall also apply.

**19. Applicable law:** For all legal relations between the purchaser and us, the substantive law of the Federal Republic of Germany shall apply under exclusion of the UN Sales Convention (CISG).

**20. Trade terms:** As far as trade terms according to the International Commercial Terms (INCOTERMS) have been agreed, the INCOTERMS 2010 shall apply for their application and interpretation.

**21. Partial invalidity:** If any provisions of these terms of sale are wholly or partially invalid, the validity of the practicing provisions shall remain unaffected.