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## Terms of Delivery and Payment

### 1.1 General information, written form

- 1.2 The sale of our goods and our other services shall be based exclusively on the following contractual terms and conditions, even if we have not objected in individual cases to deviating terms and conditions of purchase of the Buyer, which we hereby expressly reject. The Terms and Conditions of Sale shall be deemed to have been accepted without reservation by the Buyer at the latest upon acceptance of our goods or other services, even in the event of a prior objection.
- 1.3 Deviations from the contractual terms and conditions require our express prior written consent for each individual contract in order to be effective.

### 2. Prices, shipping and transfer of risk

- 2.1 The offer is subject to change unless otherwise agreed in writing. Prices are quoted net ex Krefeld, duty paid. Costs for packaging, handling and freight shall be borne by the Buyer. The prices are calculated on the basis of the type and scope of the offer and can be changed if changes are made to the order by the Buyer.
- 2.2 We assume no liability for the selection of the most favorable shipping route.
- 2.3 Shipment shall always be at the risk and, unless otherwise agreed, at the expense of the Buyer. The risk shall pass to the Buyer as soon as the object of the order has left the factory.
- 2.4 We reserve the right to increase the remuneration appropriately in the event that the circumstances existing at the time of and after conclusion of the contract which are relevant for determining the remuneration, in particular the costs of materials, increased government minimum wages, energy, transportation and public charges, have changed significantly.

### 3. Scope of the delivery obligation and delivery time

- 3.1 Only our written order confirmation is authoritative for the scope of the delivery obligation. We reserve the right to make technical changes during the delivery period which do not impair the function of the delivery items.
- 3.2 The documents belonging to the offer, such as illustrations, drawings and weight specifications, are only binding if they are expressly designated as such. Cost estimates, drawings and other documents are our property and may not be made accessible to third parties.
- 3.3 All delivery times stated in our offers are approximate and non-binding. Unless otherwise agreed, the delivery period stated in our order confirmation shall commence on the date of the order confirmation, but not before final agreement on the order has been reached in writing. Force majeure and inability to perform on our part or on the part of our subcontractors through no fault of our own shall entitle us to extend the delivery time accordingly in the event of a delay in performance, and to withdraw from the purchase contract in the event of impossibility, without the purchaser being entitled to claim damages as a result.
- 3.4 If the delivery time stated in the order confirmation is not met, the buyer is entitled to set us a reasonable grace period in writing. If delivery is not made by the expiry of the grace period, the buyer shall be entitled to withdraw from the contract. Delivery shall be deemed to have been made on time if the goods have left our factory or warehouse or that of our supplier as agreed before expiry of the period. Claims for damages due to delayed delivery are excluded unless we, our agents or representatives have caused the damage through gross negligence or intent, and the damage is not due to a breach of a material contractual obligation.
- 3.5 If dispatch or delivery is delayed at the buyer's request, we may charge the buyer a storage fee amounting to 1/2 of one hundred of the invoice amount for each month incurred, starting one month after notification of readiness for dispatch. The storage fee shall be limited to a total of 5 percent, unless higher costs are proven.

### 4. Reservation of ownership

- 4.1 All goods delivered by us shall remain our property (goods subject to retention of title) until all our claims against the Buyer arising from the business relationship, including those arising in the future, have been satisfied. In the case of current accounts, the retention of title shall serve as security for our respective balance claim; this shall also apply if payments are made by the Buyer on specific claims.
- 4.2 The handling or processing of the goods subject to retention of title shall always be carried out on our behalf without any liabilities arising for us. We shall be entitled to ownership of the new item created by processing or treatment. In the event of processing with other goods not belonging to the buyer, we shall be entitled to co-ownership of the new item in the ratio of the value of the reserved goods to the other processed goods at the time of processing. In the event that the goods supplied by us are mixed or combined with other items, the purchaser hereby transfers to us his ownership or co-ownership rights to the mixed stock or the new item in the aforementioned ratio and shall keep them in safe custody for us.
- 4.3 The buyer may only resell the goods subject to retention of title in the ordinary course of business under normal business conditions and only as long as he meets his payment obligations to us punctually. For his part, the buyer is obliged to resell the reserved goods only subject to retention of title and to ensure that the claims from such sales transactions can be transferred to us.
- 4.4 The Buyer's claims arising from the resale of the goods subject to retention of title are hereby assigned to us, irrespective of whether the resale takes place before or after processing, mixing or combining. They shall serve as our security to the same extent as the reserved goods.
- 4.5 If the Buyer sells the reserved goods together with other reserved goods not supplied by us, the assignment of the claim shall only apply to the invoice amount resulting from the resale of our reserved goods. If the buyer includes claims from the resale of reserved goods in an existing

current account relationship with his customers, he hereby assigns to us any recognized or final balance in his favour in the amount corresponding to the total amount of the claims from the resale of our reserved goods included in the current account relationship.

- 4.6 The buyer is authorized to collect the claims from the resale of the reserved goods as long as he duly meets his payment obligations to us. We may revoke this authorization at any time in the event of default of payment, suspension of payment, transfer of the Buyer's business operations to third parties, impaired creditworthiness and trustworthiness or the dissolution of the Buyer's company as well as in the event of a breach of the Buyer's contractual obligations pursuant to Clause 4.3. In the event of default, however, only after the unsuccessful expiry of a reasonable grace period.
- 4.7 In the event of revocation of the collection authorization, the Buyer shall be obliged to inform its customers of the assignment of the claim to us without delay and to provide us with all information and documents required for collection. In this case, he shall also be obliged to surrender or transfer to us any securities to which he is entitled for customer claims.
- 4.8 If the value of the securities existing for us exceeds our secured claims by more than 20%, we are prepared to release securities of our choice at the buyer's request.
- 4.9 The Buyer is obliged to inform us immediately of any seizure or other legal or actual impairment or endangerment of the reserved goods or other securities existing for us.
- 4.10 In the event of default in payment and in the event of rescission of the purchase contract, the Buyer hereby declares its consent that we may remove the goods subject to retention of title located at the Buyer's premises or have them removed. The removal shall only constitute a withdrawal from the respective delivery contract if we expressly declare this.

### 5. Terms of payment, default of payment

- 5.1 Our invoices are payable within 30 days of the invoice date without any deductions.
- 5.2 Payments for foreign deliveries must be made by irrevocable bank letter of credit. All bank and transfer charges shall be borne by the buyer.
- 5.3 If the Buyer defaults on payment, we shall be entitled to charge interest at a rate of 8% above the statutory prime rate from the relevant date.
- 5.4 The buyer retains the right to prove that no or less damage has been incurred.
- 5.5 The right to claim higher damages caused by delay remains unaffected, although we must provide evidence of such damages.

### 6. Complaints

- 6.1 Quantity complaints, incorrect deliveries and obvious defects can only be taken into account if they are asserted in writing immediately after discovery, but no later than two weeks after receipt of the goods, by sending in the packing slip.
- 6.2 Hidden defects can only be taken into account if the complaints are made in writing immediately after discovery of the defect, but at the latest within the applicable warranty periods.
- 6.3 If complaints or notices of defects are not made in good time, all warranty claims shall lapse.

### 7. Warranty, statute of limitations

- 7.1 The warranty period is one year from the transfer of risk. Liability for defects due to natural wear and tear is excluded.
- 7.2 If we are entitled to a right of rectification in the event of the delivery of defective goods, the Buyer shall be obliged to tolerate two attempts at rectification. Only then shall the rectification be deemed to have failed.

### 8. Liability

- 8.1 If we are liable for damage caused by us or a vicarious agent in accordance with the statutory or contractual provisions, we shall only be liable for slightly negligent causation in the event of a breach of material contractual obligations and in the event of injury to life, limb and health of the buyer or a third party. In addition, even in the event of a breach of material contractual obligations, we shall only be liable for typical damage foreseeable at the time the contract was concluded.
- 8.2 The above limitation of liability shall not apply if the liability is based on the fraudulent concealment of a defect, the assumption of a guarantee or a procurement risk or liability under the Product Liability Act.

### 9. Place of fulfillment and jurisdiction

- 9.1 The place of performance for deliveries, return deliveries and payments is Krefeld.
- 9.2 The local place of jurisdiction, also for actions on bills of exchange and checks, is Krefeld.

### 10. Applicable law, partial invalidity

- 10.1 The law of the Federal Republic of Germany shall apply to the Terms and Conditions and the entire legal relationship between us and the Buyer.
- 10.2 The provisions of the UN Convention on Contracts for the International Sale of Goods or the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Should a provision in these terms and conditions or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions and agreements. In this case, a provision shall be agreed which corresponds to the economic content of the invalid provision.

### 11. Personal data

We store personal data of the buyer by means of electronic data processing.