

General Terms and Conditions of Sale and Supply

These General Terms and Conditions shall be an integral part of all our quotations and contracts for goods and services and apply to both our current and future business relations. Any deviating agreements, particularly contradictory terms and conditions of our customers and ancillary agreements shall require our express consent in each specific case to become an integral part of the contract.

- 1. Quotations and Conclusion of Contracts**
 - 1.1 Our quotations and cost estimates are non-binding.
 - 1.2 Contracts and contract amendments are not concluded with us until we have accepted orders / purchase orders from our customers, agreed to supplements or changes requested by our customers or delivered the goods or rendered the services ordered by our customers
 - 1.3 All documents made accessible to our customers (such as technical descriptions, drawings, illustrations, information on colour, dimensions and weight) contain only approximate values typical in our industry unless expressly stated otherwise in the respective contract specifications.
 - 1.4 Measurements are stated without taking into account any interference or environmental influence.
- 2. Prices**
 - 2.1 Unless we have agreed in writing a different currency with our customers, our prices are net in EUROS, ex works the supplying factory or ex our warehouse.
 - 2.2 The statutory VAT is not included in our prices. It will be separately shown in our invoices.
 - 2.3 Packing, freight, insurance, commissioning and other extra costs (plus the applicable statutory VAT) will be separately invoiced by us.
- 3. Invoices and Payments**

Our payment claims against our customers shall become due upon taking delivery or acceptance of the goods or services by our customers. The payment amount shown in our invoice shall be payable to us – without any deduction – within a period of 30 days from the invoice date.
- 4. Set-Off and Retention**
 - 4.1 Our customers can only set off claims against us if such counterclaims are undisputed, res judicata or ripe for a decision (proven).
 - 4.2 Our customers shall only be entitled to exercise a right of retention if their counterclaims are based on the same contractual relationship.
- 5. Periods and Dates**
 - 5.1 Periods and dates shall only be binding on us if they have been expressly agreed with our customers.
 - 5.2 Agreed periods shall start on the date of our acceptance or confirmation but not before all documents, approvals and permits / releases to be obtained by the customers have been provided to us, all other obligations of the respective customers to cooperate have been fulfilled and due payments have been received by us.
 - 5.3 If the contract is amended on the request of a customer, the periods shall be reasonably extended to reflect the additional work and/or time needed for delivering the goods or rendering the services as a result of such amendment request by the customer.
 - 5.4 We shall be entitled to rescind contracts concluded with our customers if our supplier fails to deliver or delivers late for reasons beyond our control and we are therefore unable to fulfil, or timely fulfil, our obligations towards the respective customer.
 - 5.5 The occurrence of force majeure or any other extraordinary circumstances such as labour disputes, governmental measures or traffic disruptions, regardless of whether they occurred at our side or at our sub-suppliers shall release us from our obligation to deliver the goods or render the services to our customers for the duration of their effect or release us completely if they make performance by us impossible.
 - 5.6 Any penalty agreed with a customer shall not be deemed forfeited in cases mentioned in item 5.4 or 5.5.
 - 5.7 If the dispatch is delayed on request of a customer, such customer shall be charged for the incurred storage costs starting one month after the customer's receipt of notice of the readiness for dispatch. Our right to rescind the contract and/or to claim damages after the fruitless expiry of a deadline given to the customer shall remain unaffected by the aforementioned circumstances.
 - 5.8 A partial delivery of goods and a partial rendering of services are permissible.
- 6. Taking Delivery and Acceptance**
 - 6.1 Our customers shall take delivery or accept our goods/services at the supplying factory or warehouse specified by us immediately after our request to do so
 - 6.2 If a customer does not timely take delivery / accept our goods / services under the contract, we shall be entitled, after an unsuccessful reminder with a reasonable deadline period, to rescind the contract and to claim damages, at our discretion, either in the form of compensation for the incurred loss or – without furnishing proof of the loss – at 10% of the agreed price. Such customer shall be entitled to prove that we incurred no loss or a substantially lower loss.
- 7. Place of Performance, Passing of Risk, Insurance and Packaging**
 - 7.1 The place of performance shall be the place where the goods are made available to the customer or where our services are rendered for the customer.
 - 7.2 The risk of accidental loss or accidental deterioration of goods / services supplied by us shall pass to the customer upon receipt / acceptance by the customer but no later than when they leave the supplying plant or our warehouse. That shall also apply to a partial delivery of goods or partial rendering of services even if we have also taken on other services (e.g. transport or transfer).
 - 7.3 If the passing of risk to our customers is delayed for reasons for which our customers are responsible, the risk of accidental loss or accidental deterioration shall pass to such customers no later than after expiry of an adequate deadline period.
 - 7.4 It shall be at our discretion to choose the packaging.
- 8. Reservation of Title**
 - 8.1 We reserve title to the goods supplied or services rendered to our customers (hereinafter referred to as Conditional Goods) until receipt of all due payments from the business relationship with the respective customer – regardless of the legal basis.
 - 8.2 Our customers shall be entitled to resell, process, mix or combine and subsequently sell the Conditional Goods within the scope of extended reservation of title provided that such takes place in the ordinary course of business. A pledging of the Conditional Goods or transfer of the Conditional Goods for the purpose of providing security shall not be permitted by our customers.
 - 8.3 Any processing or transformation of Conditional Goods by our customers shall be done exclusively on our behalf. In cases where our customers combine or mix Conditional Goods with other goods not belonging to us, we shall acquire co-ownership of the new item at a ratio of the invoice value of the Conditional Goods to the total value of the new item. The new item resulting from the processing shall also be deemed to be Conditional Goods pursuant to these provisions.
 - 8.4 Our customers shall assign to us in advance and as a security all claims and ancillary rights they have against third parties in connection with the resale of Conditional Goods and any claims they might have against their insurers. In cases where the goods are exported, our customers shall also assign to us all claims they currently have or will have in future against domestic and foreign banks in connection with such export, particularly claims arising from payment collection orders, letters of credit or letter of credit confirmations, guarantees and sureties. If Conditional Goods are sold by our customers with other goods not belonging to us – regardless of whether without or after processing – the aforementioned claims shall be deemed
- 5.5 assigned to us on a pro-rata basis, i.e. at the net amount invoiced to our customers for the Conditional Goods. The aforementioned assignments shall not constitute a deferral of our payment claims against the customers in question.
- 8.5 Our customers shall remain authorised to collect the payment claims assigned to us. Our entitlement to collect the payment claims ourselves shall remain unaffected. We however undertake to not collect the claims ourselves for as long as the respective customers are not in arrears of payment to us and no insolvency proceedings over their assets have been applied for or rejected for lack of assets. If one of the aforementioned situations occurs, such customers shall provide us with all information and documents necessary for the collection of the claims assigned to us and shall notify the respective debtors in writing of the fact that such claims have been assigned to us.
- 8.6 Our customers shall maintain the Conditional Goods in proper condition, store them separately and mark them as goods owned by us.
- 8.7 On request of our customers, we shall reassign to our customers our title to the Conditional Goods and the claims assigned to us as security insofar as the value of the Conditional Goods exceeds the total value of the claims we have against such customers by more than 20%.
- 9. Defects**
 - 9.1 Our customers shall give us the opportunity of subsequent performance within a reasonable period and it shall be at our discretion to choose between the repair of the defect, the replacement with a defect-free product / service or the manufacture / rendering of a new product / service.
 - 9.2 If subsequent performance finally fails or cannot be reasonably expected from us to be done or from our customers to be accepted or if subsequent performance is only possible at excessive costs, the affected customers can rescind the contract or reduce the agreed price without prejudice to any claims for damages.
 - 9.3 Our customers' claims against us for reimbursement of the expenses necessary for subsequent performance, particularly transport, infrastructure, labour and material costs, shall be excluded in cases where such costs have increased because the goods supplied or the services rendered were subsequently moved to a place other than the customers' premises unless such relocation is in line with the intended use of the product / service.
 - 9.4 The customers' statutory recourse claims against us shall only apply insofar as such customers have not entered into agreements with their customers beyond the legal warranty rights. The above clause 9.3 shall apply mutatis mutandis for the scope of such customers' recourse claim against us.
 - 9.5 In cases of complaints about defects, our customers shall only be entitled to withhold payments at an amount reasonably commensurate with the defects complained about.
 - 9.6 The statutory period of limitation for defects of quality and title is one year and starts when the risk has passed to the customer unless longer periods apply pursuant to Section 438 (1), item 2, Section 479 (1), Section 634a (1), item 2, and Section 651 of the German Civil Code (BGB), the defect was maliciously concealed or one of the liability cases mentioned in clause 10.1 below exists.
 - 9.7 We deliver used goods – subject to clause 10 below – to the exclusion of any liability for defects of quality or title.
 - 9.8 Our obligation to pay damages shall be governed by clause 10 below.
 - 9.9 The above provisions shall not imply a reversal of the burden of proof to the disadvantage of our customers.
- 10. Liability**
 - 10.1 Claims for damages and reimbursement of expenses (hereinafter referred to as Claims for Damages) of our customers regardless of the legal basis shall be excluded unless they are based on the provisions of the Product Liability Act, a willful or grossly negligent breach of our contractual or statutory obligations, injury to the health or bodily injury/death of the customer caused by a breach of duty for which we are responsible, our warranty of quality or our breach of material contractual obligations. Material contractual obligations are obligations, the fulfilment of which is material to the proper performance of our principal obligation and the compliance with which our customer relies on or may rely on.
 - 10.2 In the case of a breach of a material contractual obligation by us, the claims for damages asserted by the respective customers against us shall be limited to foreseeable damage / loss that is typical for such contract unless we are liable for a willful or grossly negligent breach of obligations, injury to the health or bodily injury/death of our customer or our warranty of quality. A damage or loss is of a material nature or foreseeable if its incurrence can be typically expected on the basis of the breach of the respective material contractual obligation.
 - 10.3 Any breach of obligation by our legal representative or vicarious agent shall be deemed to constitute a breach of obligation by us.
 - 10.4 Clause 9.9 shall analogously apply.
- 11. Data Privacy**

We shall be entitled to store data concerning our customers and process and use such data for our business purposes in accordance with the statutory provisions.
- 12. Place of Jurisdiction and Applicable Law**
 - 12.1 The exclusive place of jurisdiction for all disputes arising directly or indirectly out of the contractual relationship between us and our customers – including but not limited to matters arising from deeds / documents, bills of exchange and cheques – shall be Bremen (The Courts of the City of Bremen). We shall, however, remain entitled, at our discretion, to also assert claims against our customers before courts having jurisdiction at our customers' place of business.
 - 12.2 The laws of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
 - 12.3 If these Terms and Conditions are translated into a language other than German, the German text of these Terms and Conditions shall be decisive in cases of doubt about interpretation.
- 13. Severance Clause**

Should individual provisions of a contract concluded with a customer for the supply of goods or services, of which these General Terms and Conditions of Sale and Supply are an integral part, be or become invalid, the effectiveness of the remaining provisions of the respective contract shall remain unaffected. Together with our customer, we shall agree on a legally effective provision that fully reflects the economic intent of the ineffective provision or, if such is not possible in a legally effective way, a legally effective provision that comes as close as possible to the economic intent of the ineffective provision.