

1. **Scope of Validity:** Our deliveries and services are subject exclusively to these Terms and Conditions of Sale. Terms that vary (a) from these Terms and Conditions of Sale, including any general conditions of Purchaser, or (b) those specified by law, will be considered binding only if they have been confirmed by us in writing. Our delivery of goods, performance of services, or acceptance of payments does not constitute a recognition on our part of conditions that vary from these general terms and conditions.

2. **Quotations, Contracts:** Our offers are made subject to confirmation. A contract is formed only when we issue written order confirmation or when orders are fulfilled by us.

3. **Writing Clause:**

3.1. Amendments or supplements to a contract or the cancellation thereof or of these Terms and Conditions of Sale, including this clause, Sec. 3.1, must be made in writing and agreed by both parties.

3.2. Any statement and notifications issued by Purchaser after conclusion of the contract are effective only if they are made in writing.

4. **Prices:** Unless otherwise agreed, our prices are quoted ex works and do not include the cost of packaging. Value-added tax will be payable separately in the statutory amount in effect on the invoice date.

5. **Payment, Set-Off:**

5.1. Unless agreed otherwise, payment to us by Purchaser has to be effected 5 days after delivery of the goods or performance of the services.

5.2. Set-off by Purchaser is permitted only with claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction.

6. **Place of Performance, Shipment:**

6.1. The Place of performance of delivery or service will be our place of supply or storage.

6.2. If shipment of the goods has been agreed upon, we shall ship the goods at Purchaser's risk. Furthermore, we shall specify the manner of shipment, shipment route and carrier.

7. **Partial Shipment and Performance:** Partial shipment and performance will be possible within an acceptable scope.

8. **Delivery Schedules; Delay:**

8.1. If we fail to comply with agreed-to delivery or performance schedules or other contractual obligations, Purchaser will establish an additional delivery period of reasonable length. Such additional delivery period shall be at least three (3) weeks.

8.2. If delivery or performance does not occur by the end of the additional delivery period and if Purchaser for this reason intends to exercise its option of withdrawing from the contract or claiming damages instead of delivery, Purchaser shall notify us of this expressly by requesting delivery and establishing a further additional reasonable delivery or performance period. Purchaser shall upon our request within a reasonable time period declare, whether Purchaser – because of the delay in delivery / performance—withdraws from the contract and / or whether Purchaser claims damages instead of delivery, or whether Purchaser insists on delivery / performance within the further additional delivery or performance period.

9. **Transport Insurance:** We are authorized to cover appropriate transport insurance on behalf 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. All goods delivered by us will remain our property until payment has been received in full. Purchaser shall handle the property with care and insure it, at his own expense and at the value when it was new, against fire and damage from water or theft. He may resell or process the good as part of a properly run business. If Purchaser's behavior leads to a breach of contract, especially if he fails to make payment, we reserve the right to reclaim the good. Reclaiming a good implies an annulment of the contract. After the good has been returned to us, we will be allowed to use it; any revenues generated by the good will be accredited to Purchaser—less any appropriate costs arising from reusing the good.

10.2. Purchaser shall immediately notify us in writing of any seizures or other interventions by a third party so that we will be able to file a suit against the latter. Together with the third party, Purchaser will be held liable as a codebitor for legal and non-legal expenses arising from a lawsuit.

10.3. If the good is resold, Purchaser may accept all revenues. He shall, however, remit them immediately in the amount due for our good. If Purchaser's customers do not pay cash for the good, Purchaser and we agree that the debt from the sale is forfeited with the accrual in the amount of our sales claim.

10.4. If the good is mixed with those of Purchaser or other suppliers, we will become co-owners for the value of our conditional commodity at the time of mixing. Insofar as the supplied good is processed or treated before it is paid for, it will remain our property at any processing or treating stage, including as a finished product. Purchaser forfeits in advance his right of ownership or co-ownership to the mixed or processed good. He will maintain the goods with the care of a merchant.

10.5. If the good is resold, regardless of whether it is unprocessed, processed, or treated, before full payment is received, this will be allowed only under title of retention. At the same time, it is agreed that reselling the good entails a forfeiture of all claims of Purchaser against his customers, especially the payment of the purchase price, to us. We may ask Purchaser to let us know about the forfeited claims and their debtors, to give all details necessary for collection, to submit the associated documents, and to notify the debtors (customers) about the forfeiture. We will at all times be authorized to tell the Purchaser's customers about the forfeiture. We will, however, not retract our claim as long as Purchaser keeps with his payment obligations from the collected revenues or does not become delinquent in payment, and especially if no petition for bankruptcy or conciliation has been filed or payment has been stopped.

10.6. We will release the collateral we are entitled to upon the request of Purchaser insofar as the realizable value of our collateral does not merely temporarily exceed by more than 10% the claims to be secured. We will choose the collateral to be released.

11. **Force Majeure:** Conditions of Force Majeure will relieve us from our delivery and performance obligations. The same rights will apply with respect to cases of interruptions in our supplies of energy or raw materials or in cases of industrial disputes, governmental decrees, breakdowns of transport or of our operations or if our suppliers fail, due to force majeure events, or for the foregoing reasons to deliver at all, or fail to deliver in a proper or timely manner.

12. **Product Information:** Notwithstanding anything to the contrary in this clause, any information about properties, durability and other data will represent guarantees only if they are expressly agreed and indicated as such in writing by us. Unless otherwise agreed by the parties, the contractual characteristics of the products will be based exclusively on the applicable product specifications published by us. Written and verbal information about our products, equipment, plant, and processes is based on research and our experience in the field of applied engineering. We provide this information, which is accurate to the best of our knowledge, and reserve the right to make modifications and upgrades to it, but assume no liability in respect of it other than as agreed in the terms of an individual contract. The aforesaid will not relieve Purchaser of its obligation to verify the suitability of our products and processes (or any applications and processes of third parties) for the use or application intended by Purchaser. This will also apply to the protection of third party intellectual property rights as well as applications and processes.

13. **Complaints:** All Purchaser complaints, particularly those regarding the quality or quantity of the goods, must be submitted to us in writing without delay, but not later than ten (10) days from delivery of the goods or in the case of latent defects within ten (10) days from the date such defect(s) is discovered or should have been discovered through the exercise of reasonable investigation. If Purchaser does not advise us of complaints or notices of defects in accordance with such deadlines or in the agreed form, our deliveries and services are deemed to be without defect with respect to the complaint or notice being not timely or not according to the agreed form. If Purchaser knowing of defects accepts our deliveries or services, Purchaser will only be entitled to rights deriving from such defects if Purchaser has expressly reserved such rights in writing.

14. **Rights of Purchaser in Case of Defects:**

14.1. Purchaser cannot derive rights from a defect in our goods and services if only negligible impairment of the value or the usage of our goods and services exists. In the event of justified claims arising from the quality of the delivered goods or services, we reserve the right, solely at our discretion, to either replace or repair the goods. For this, we always are to be given the opportunity within reasonable time. If our repair or replacement fails to remedy the defects, Purchaser will be entitled to either adjust the purchase price or withdraw from the contract.

14.2. Furthermore, Purchaser may claim damages pursuant to statutory requirements and refunds of its actual out-of-pocket expenses necessary for the purpose of repair or replacement. Refund will be precluded should such expenses be increased because the goods were later transported to a place other than the seat of Purchaser, unless such transport corresponds to the intended use of the goods or is agreed between the parties. For the avoidance of doubt, Section 15 will apply to claims for damages and refunds under this section 14.2.

14.3. Claims of Purchaser for recourse against us as provided for by statutory law are given only to the extent Purchaser has not with its customers agreed to provisions surpassing the legal rights in case of defects. Where such claims are for refund of expenses, section 14.2 applies accordingly.

14.4. As far as claims against Purchaser have been successful pursuant to the regulations for consumer goods purchases, regress claims by way of recourse demands will not be void pursuant to the provisions governing consumer goods purchases.

15. **Limitation of Liability:**

15.1. We, our legal representatives, employees, and persons employed in performing our obligations can only be held liable for damages and recourse claims of Purchaser, irrespective of the legal basis therefore, based on (i) breaches of obligations deriving from the contract (ii) tortious acts (iii) intentional misconduct or gross negligence on our part, the part of our legal representatives, employees or persons employed in performing our obligations, or (iv) if the breach of our contractual obligations violates the essence of the contract (essential obligations). In the case of slightly negligent breaches of essential obligations, our liability for damages will be limited to the foreseeable damage typical for a contract of this nature, and at most to €100,000 or twice the invoiced value of the goods or services in question if this value exceeds €100,000.

15.2. The aforementioned limitation of liability or of damages will apply to all our liability under these Terms and Conditions of Sale but will not apply in cases of damage to life, body or health or damage to private property under the product liability law (ProdHaftG) or in other cases of mandatory liability.

16. **Statute of Limitations:** Purchaser's claims for warranty, damages or regress entitlements will expire one year from the commencement of the statute of limitation stipulated by law, unless defect claims refer to a product that was used appropriately in construction and has caused the building to be defective. In such case, the statute of limitation will be four (4) years. The above statutes of limitations will not apply if we have acted intentionally or if the ProdHaftG or other statutory requirements mandate our liability in the event of damage to life, body or health of others or causing damage to private property.

17. **Compliance with Statutory Regulations, Rescission:**

17.1. Unless otherwise agreed in writing with Purchaser in individual cases, Purchaser will be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, and use of the products.

17.2. Inasmuch as the statutory or regulatory approval requirements applies to the export of our delivery / service at the time of delivery / performance and such export approval is not granted upon request, we will be entitled to rescind the contract.

18. **Place of Jurisdiction:** If Purchaser is a merchant, the place of jurisdiction will be our commercial domicile. If we institute legal proceedings against Purchaser, we have the option to also institute legal proceedings at the Purchaser's place of jurisdiction.

19. **Applicable Law:** The contract and the legal relationship with the Purchaser will be governed by German Law, excluding conflict of laws principles.

20. **Trade Terms:** If any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS), they will be interpreted and apply according to INCOTERMS 2000.

21. **Severability:** Should any of these Conditions of Sale be deemed wholly or partly invalid, this will have no effect on the validity of the remaining conditions.

IMPORTANT: These "General Terms and Conditions of Sale and Delivery" are a translation of the German conditions (Allgemeine Verkaufs- und Lieferbedingungen). This translation is provided for the information and benefit of our customers. Should any discrepancy arise regarding the interpretation of these General Terms and Conditions of Sale and Delivery, the German version will prevail in all respects.