

1. Area of Application

(1) The following General Terms and Conditions apply to all transactions with our customers or purchasers (hereinafter referred to together as "Customer") not located in Germany, even if not mentioned in later contracts. The Customer's general purchase conditions or other general business conditions are hereby expressly excluded. This also applies if the Customer refers to its own terms of business, even if these contain rejection and/or exclusion criteria and we do not expressly reject these or perform delivery in knowledge of these terms without reservation, irrespective of the chronological sequence in which the competing conditions were cited by the contract partners, unless these have been accepted in writing. If these General Terms and Conditions are agreed for framework contracts, they shall apply for all individual contracts concluded in the framework of these contracts.

(2) Legally relevant declarations and notifications by the Customer in relation to the contract (e.g. deadlines, defect reports, withdrawal or reduction) must be submitted in writing, i.e. in letter or text form (e.g. postal letter, email, fax). Legal formalities and further verifications, in particular if in doubt of the legitimacy of the declaring parties, remain unaffected.

2. Conclusion of contract

(1) Our offers are made without obligation. An order by a Customer shall be binding. We may accept this offer, at our discretion, within four weeks by sending an order confirmation or the goods.

(2) The scope of delivery is based on our written confirmation. This also applies if the service owed by us must be performed to the Customer's specifications, in particular in accordance with a draft it provides. Any reference by us to DIN/ ISO standards and other specifications is a description of services and not an assurance of properties.

(3) If justified doubts exist or subsequently arise as to the creditworthiness of the Customer, we are entitled to refuse delivery until security is provided or cash payment on delivery agreed. This entitlement also exists irrespective of the creditworthiness of the customer if the retention of title of Section 8 is not recognised in the country into which the goods are to be delivered or in a country through which the goods are to be delivered, or is ineffective for another reason, or if the goods are delivered by air transport or sea transport. If the customer is not prepared to post the security or make payment in cash, despite request and the setting of a reasonable time limit, we are entitled to withdraw from the contract. Any claims to compensation for damages remain unaffected.

(4) Our written confirmation is decisive with regard to the content of any verbal agreements and commitments from our side.

(5) The declarations on the properties of goods contained in the order confirmation and/or in other correspondence exchanged between us and the Customer do not constitute a guarantee within the meaning of Section 276 Para.1 of the German Civil Code (BGB), nor an independent guarantee, unless we had expressly agreed and specified which result we guarantee.

(6) We are not liable in the case of obvious mistakes, typing errors and miscalculation in the documents presented by us. The Customer is obliged to inform us of such errors so that our order confirmation or invoice can be corrected. This also applies in the case of missing documents.

(7) The order number, customer number and invoice number given in our order confirmation or invoice must be quoted on the invoice payment and in all Customer correspondence concerning the order.

(8) Deviating from Art. 19 para. 2 CISG, the contractual partner is obliged, in the case of a declaration of acceptance amended by it, to make express reference to the modified content. If no express mention is made, our previous version is decisive. The application of Art. 55 CISG is excluded.

(9) Supporting documents relating to VAT and requested by us for deliveries abroad and within the European community shall be provided immediately by the Customer.

3. Long-term and call-off contracts

(1) Open-ended contracts may be terminated with 6 months' notice.

(2) In the case of long-term contracts (contracts with a term of more than 12 months and open-ended contracts), if a substantial change occurs to the costs of salaries, materials or energy, each contractual partner is entitled to request negotiations on an appropriate adjustment of the price, taking these factors into account.

(3) If no binding order quantity is agreed, our calculations shall be based on the non-binding delivery quantities (target quantities) expected by the Customer for a specific period. If the Customer accepts less than the target quantity, we are entitled to increase the unit price commensurably. If the Customer accepts more than the target quantity, we shall reduce the unit price commensurably, provided that the Customer has given notice of the extra requirement at least 6 months before delivery.

(4) In the case of call-off delivery contracts, unless otherwise agreed, we must be notified of binding quantities at least 2 months before the delivery. Extra costs caused by delayed call-off or subsequent changes to the timing or quantity of the call-off by the purchaser must be borne by him; our calculations are decisive.

4. Cancellation Costs

If the Customer is a merchant, a legal person under public law or a special fund under public law, we are entitled to demand 10% of the purchase price for the costs incurred through the processing of the order and for lost profit if the Customer unjustifiably withdraws from an issued order, without prejudice to the possibility of asserting higher, actual claims. The Customer retains the right to demonstrate lesser damages.

5. Prices, changes to prices

(1) Our prices are quoted net of the legally applicable value added tax, packaging and dispatch costs.

(2) Unless specified otherwise in the order confirmation, our prices are ex-works.

(3) Price changes are permitted if there are more than four months between the conclusion of the contract and the agreed delivery date. If wages, raw material prices, other material costs, duties, taxes or other levies and freight charges increase or decrease thereafter before completion of delivery or are newly introduced, we are entitled and obliged, both in the case of a price increase and in the case of a price reduction, to make a reasonable adjustment to the price taking these factors into account. This also applies if a fixed price has been agreed. The Customer is entitled to withdraw only if a price increase considerably exceeds the rise in general cost of living between order and delivery. If the Customer is a merchant, a legal entity under public law or a special fund under public law, price changes according to the aforementioned arrangement are permitted if there are more than 6 weeks between the conclusion of the contract and the agreed delivery date.

(4) The agreed prices apply only to the order in question. In the absence of other agreements, these prices are not binding for repeat orders.

6. Terms of payment, offsetting

(1) The purchase price or remuneration, and the compensation for ancillary services, must be paid within 8 days from the date of invoice

unless otherwise agreed. Insofar as we are entitled to make partial deliveries, these may be made valid and rendered due by partial invoices, even within a single supply contract.

(1a) In our online shop, merchandise is dispatched only after receipt of payment.

(2) Performance takes place upon receipt of payment in our account.

(3) Money orders, cheques and bills of exchange are accepted only on account of performance. The acceptance of bills of exchange always requires prior written agreement with us. When accepting bills of exchange, the bank discount and collection charges are calculated from the due date of the invoice amount. They must be paid immediately in cash. No guarantee is given for the timely submission of bills of exchange and cheques and the raising of bill protests.

(4) Discounts, where separately agreed in writing, are permitted only if there are no outstanding payments from the entire business relationship.

(5) We are entitled to offset payments first against the Customer's oldest debts. If costs and interest have already been incurred, we are entitled to offset payments first against costs, then interest and finally the main debt.

(6) Only undisputed or legally established counterclaims by the Customer may be offset against our claims.

(7) In the event of established defects, the Customer is entitled to retain the purchase price only to the extent reasonable in view of the defect.

(8) We are entitled to deliver the goods or perform the services only after payment by the Customer, if the Customer has not observed the payment terms agreed on earlier orders or there are still outstanding payments due from these, or the Customer's ability to make payment is in doubt.

(9) All claims become due immediately, irrespective of the duration of any bills of exchange accepted and credited, if the payment terms are not observed or we become aware of circumstances which are objectively likely to reduce the Customer's creditworthiness. We are then also entitled to make outstanding deliveries only against advance payment, and to withdraw from the contract after a suitable period or to demand compensation for non-performance. We may also prohibit the resale and processing of the goods supplied and demand their return or the transfer of the indirect ownership of the goods supplied at the customer's cost, and revoke authorisation to collect in accordance with Section 8 no. 3.

(10) If difficulties arise in the transfer of the invoice amount to the Federal Republic of Germany, irrespective of reason, the resulting disadvantages shall be borne by the Customer. For sales in foreign currency, the exchange risk is borne by the Customer already from conclusion of the contract. If compliance with the agreed payment method or channel is not possible, the customer is obliged to make payment in the manner of our choice.

7. Default

(1) The Customer is in default if it fails to make payment at the calendar payment time stipulated in the contract or does not make payment after the reminder has been sent on the date the purchase price falls due. Otherwise, the provisions of Section 286 para. 3 BGB, whereby the customer is automatically in default thirty days after receipt of invoice, shall apply.

(2) For our claim to payment of default interest, Art. 78 CISG applies with the following proviso: In the event of payment default by the Customer, we are entitled, from the time payment is due, to charge interest at the rate of five percent above the base interest rate, and for legal transactions in which no consumer is involved, at the rate of eight percentage points above the base interest rate. The provisions of Section 288 BGB, whereby higher interest rates may be charged on other legal grounds and the claiming of further compensation (in par-

tical lump-sum damages for default amounting to €40.00 pursuant to Section 288 paragraph 5 BGB) is not excluded, apply additionally. On payment default, after written notification to the customer, we may suspend performance of our obligation until receipt of payment.

8. Retention of title

(1) All goods supplied remain our property (retained goods) pending fulfilment of all our claims, including, in particular, balance claims, due as a result of the delivery relationship. This also applies if payments are made against specially designated claims.

(2) Goods supplied under reservation of ownership must be handled with care.

(3) The Customer is entitled to resell the delivery object in the course of normal business provided it has properly fulfilled its obligations to us. However it cedes to us all claims which it acquires against its customers or third parties from resale of goods to which we have right of ownership up to the level of the final invoice amount (incl. VAT) of our claim, irrespective of whether the purchased item was resold without processing or after processing. We hereby accept the cession. The Customer is authorised to collect this claim after assignment. Our entitlement to collect the claim ourselves remains unaffected by this, but we undertake not to collect the claim as long as the Customer duly fulfils its payment obligations. The Customer is obliged to provide on request all information necessary for collection of these claims and to inform its debtors of the assignment of the claim.

(4) Insofar as the Customer is entitled to collect claims on a trust basis in the context of normal business or with our consent, the collection must be made into a bank account, separate from the normal business account, which is managed for us on a trust basis. The Customer must take all necessary and reasonable measures to ensure that the third party payment is not made into another account. The Customer is obliged to pay to us amounts received from the receivables assigned. On request, the Customer is obliged to prove that a fiduciary account has been set up for the external monies it has collected.

(5) The Customer's entitlement to collect claims lapses if we revoke this in writing, if the customer fails to fulfil payment obligations arising from the revenues received, or if an application is made for the opening of insolvency or composition proceedings on the assets of the Customer or if it suspends its payments. In these cases, we are entitled to collect the assigned claims ourselves. The Customer is obligated to provide us with all information required for collection and to provide all associated documentation. The Customer is also obligated in this case to inform the debtors of the assignment. If the Customer does not transfer to us immediately the amounts received from assigned claims, it is obligated to retain these for us free of charge on a trust basis.

(6) If the Customer breaches its obligations, in particular in the case of payment default, after unsuccessful expiry of a reasonable period for performance set for the Customer, we are entitled to withdraw from the contract and have the goods returned, without prejudice to the statutory provisions concerning the dispensability of further grace periods. The Customer is obliged to surrender the items.

(7) The processing or transformation of the goods by the Customer is always performed on our behalf without incurring any obligation for us. If the delivery objects are processed with other objects not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the delivery object to the other processed objects at the time of processing. The Customer protects the co-ownership for us free of charge.

(8) If the delivery objects are inseparably mixed with other objects not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the delivery object to the other mixed objects. The Customer protects the co-ownership for us free of charge.

(9) The Customer may neither pledge the delivered objects nor transfer ownership thereof as security. In the case of pledges and seizure or other disposal by third parties, the Customer must immediately notify us and provide all information and documents required to protect our rights. Enforcement officials or third parties must be informed of our

property rights. If an external storage facility is used, reference must be made to our ownership before storage of the goods.

(10) We undertake to release all securities held at the request of the Customer if their value exceeds the claim secured by more than 20%.

(11) The customer is obligated to inform us of any such statutory or other regulations that apply in the country into or through whose territory the goods should be contractually delivered and the observance of which is required to make the retention of title in accordance with this Section 8 effective and enforceable with regard to the customer or third parties. The customer is obligated to participate in the observance and implementation of such regulations. Violations of these obligations entitle us to compensation for damages.

If the retention of title or the assignment is ineffective according to law in the jurisdiction in which the goods are located, an equivalent security under this jurisdiction shall be deemed agreed. If the collaboration of the Customer is required, it must take all measures necessary to establish and maintain such rights.

9. Delivery dates, scope of delivery

(1) The delivery periods and dates agreed are always approximate unless a fixed date is agreed in writing.

(1a) Delivery from our online shop generally takes place within two working days after receipt of payment. We refer to the delivery times of the logistics company commissioned by us in each case.

(2) The delivery period begins after dispatch of the order confirmation but not before all details of performance have been clarified and all other conditions to be fulfilled by the customer are observed; the same applies to delivery dates. These are considered observed if readiness for dispatch is announced or the object has left the works before expiry of the delivery dates.

(3) The delivery period is extended in the event of measures in the context of industrial disputes, strike and lock-out, official dispositions, difficulties in material procurement, casting difficulties, rejections and reworking, operating interruptions, staff and transportation shortages, and in general upon the occurrence of unforeseen obstacles over which we have no influence, corresponding to the duration of these events. This also applies to delays in periods and dates agreed as binding. This also applies if these circumstances apply to sub-suppliers. No consequences of default shall apply for the duration of any of the aforementioned hindrances, even if we are already in default when these circumstances occur. The right of the Customer in accordance with statutory provisions to withdraw from the contract in the case of a delay for which we are responsible remains unaffected.

(4) Part deliveries and services are in principle permitted insofar as these do not unreasonably disadvantage the Customer or the latter has not excluded these in writing upon conclusion of the contract.

(5) Section 12 Nos. 13-15 of these Terms and Conditions of Sale and Delivery apply accordingly for compensation claims based on delayed delivery/service or non-delivery/service. Compensation for delay can be asserted by the buyer first after the appropriate reminder notice. To this extent, the provisions of Section 286 BGB apply deviating from the regulations of the CISG.

10. Delivery, dispatch, packaging

(1) Our deliveries are undertaken in accordance with EXW Incoterms 2010, subject to the regulations of the contract and in these General Terms and Conditions of Sale and Delivery. Goods are always dispatched at the expense and risk of the Customer, even when dispatched carriage paid.

(2) In the absence of conflicting mandatory legal provisions, any packaging will be invoiced by us and is the property of the Customer. Freight and dispatch costs as well as packaging fees are invoiced separately. The dispatch method chosen shall be according to reasonable discretion.

(3) Acceptance by the carrier shall be deemed proof of proper packaging. Art. 35 para. 2 d CISG does not apply.

11. Acceptance, transfer of risk

(1) The Customer is obligated to accept the delivered object and examine it immediately for any defects. Art. 38 CISG does not apply.

(2) If the Customer is behind schedule in picking up or accepting the object of delivery by more than fourteen days from receipt of delivery notification, intentionally or due to gross negligence, then we are entitled to stipulate a further deadline of an additional fourteen days to withdraw from the contract and/or claim damages. There is no requirement for setting a further grace period if the Customer seriously or definitively rejects acceptance or is clearly unable to pay the purchase price within this period.

(3) Risk transfers to the Customer upon hand-over of the goods to the carrier, also if we are responsible for performing delivery.

12. Defects, warranty

(1) Contrary to Art. 41 CISG and Art. 42 CISG, the mere claims of third parties do not constitute defects of title or other defects.

(2) Contrary to Art. 39 para. 1 CISG, whose validity remains otherwise unaffected, statements of defect must be reported in writing or text form immediately (in the meaning of Section 377 of the Commercial Code - HGB); for obvious defects within an exclusion period of seven days from delivery to the Customer, and for concealed defects within three days from discovery. An immediate report of defects by the Customer initially made only verbally (by telephone) must be clarified in writing or text form at the latest within eight days of the verbal report. Upon delivery of the goods, the Customer is obliged to check these for completeness immediately. Art. 44 CISG does not apply.

(3) If the Customer uses, employs or processes the delivered goods, these are deemed as accepted.

(4) The defective goods must not be modified without our consent until the complaint has been resolved. The Customer is obliged to store the defective goods carefully, keep these available for inspection and provide us with a specimen on request. The Customer has no claim to remuneration of storage or other costs.

(5) We must be given the opportunity to establish the reported defect. On request, the defective goods must be returned to us immediately; if the rejection is justified, we shall bear the transport costs. If the Customer fails to fulfil these obligations or makes changes to rejected goods without our consent, it loses all claims to warranty.

(6) If particular quality conditions are imposed or the goods are dispatched to another recipient or abroad on the instructions of the Customer, they must be checked and accepted in our factory on behalf of the Customer before dispatch. Otherwise, the goods shall be regarded as delivered unconditionally upon shipment.

(7) If the Customer wishes us to perform the necessary checks, it must notify us accordingly. The nature and scope of the tests must be agreed before conclusion of the contract.

(8) Production-related over or under-deliveries are permitted within a tolerance of 10% of the total order quantity. The total price is amended in accordance with the extent.

(9) We provide no guarantee of suitability for the proposed use of the materials we offer. Instead, the Customer shall be responsible for suitability for intended use through proper construction in compliance with any safety regulations, choice of material and required test methods, accuracy and completeness of the technical delivery specifications, technical documents and drawings which have been passed to us and for the design of any manufacturing equipment which has been provided, and for changes which we have proposed but which have been approved by the Customer.

(10) We are not liable for defects caused by unsuitable or incorrect use, faulty installation or commissioning by the Customer or third parties, normal wear, faulty or negligent handling, nor for the consequences of improper modifications or repairs made without our consent by the Customer or third parties. The same applies to defects which only insignificantly reduce the value or suitability of the goods.

(11) Furthermore, the Customer shall ensure that no protected rights or other rights of third parties are infringed as a result of information provided by it. The Customer is responsible for proving that it is not complicit in the infringement of third-party rights. Insofar as we are subsequently affected by third-party liability claims, the Customer hold us harmless from any claims resulting from the use of such proprietary rights, and for expenses arising from or in connection with the claim. We are not entitled to reach any agreements or in particular reach a settlement without the consent of the supplier.

(12) In the case of defective goods that do not constitute a fundamental breach of contract within the meaning of Art. 25 CISG, at our choice these shall be replaced or, where possible, repaired, notwithstanding Art. 46 para. 2 CISG. Rejected goods may only be returned with our consent. Guarantee rights apply only in relation to our contractual partners. Assignment is excluded. In the case of defects that do not constitute a fundamental breach of contract within the meaning of Art. 25 CISG, the customer is limited to the legal remedy of price reduction.

(13) The Customer has the right in cases in which he is not otherwise limited to the legal remedy of price reduction to reduce the purchase price or withdraw from the contract if a reasonable period allowed for supplementary performance (elimination of defect, re-delivery, procurement of replacement parts) in relation to a defect within the meaning of these Terms and Conditions lapses without success through our fault, or if the supplementary performance fails twice or can no longer be reasonably accepted by one of the parties. Reimbursement of costs is excluded where outlay increases because the goods have been relocated after delivery, unless this corresponds to the proper use of the goods.

(14) Liability for all damage is excluded unless such is expressly named in the above conditions, also to the extent that this is not suffered by the delivery object itself. Excepted is damage caused by intent or gross negligence on the part of our owner, leading employees or assistants, or that resulting from culpable violation of essential contract obligations. In the latter case, liability is however accepted only for typically occurring damage that was foreseeable at the time of conclusion of the contract.

(15) Further, the liability exclusion does not apply in cases in which we have fraudulently concealed a defect, nor in cases of liability for death, physical injury or injury to health due to a defect on the delivery object, or for tangible damage caused by objects in private use. The liability exclusion also does not apply to the absence of warranted properties to the extent that the purpose of the warranty is to protect the customer from damage which is not suffered by the delivery object itself.

(16) The warranty period for merchants for newly delivered goods in proper use is twelve months from the transfer of risk to the purchaser; for consumers, the statutory warranty periods apply. For used goods, the warranty is excluded for merchants and limited to one year for consumers. In any case, the absolute exclusion period of Art. 39 para. 2 CISG applies.

13. Liability

(1) Further liability for damage beyond that specified in Section 12 is excluded, irrespective of the legal nature of the claims asserted. This applies in particular to claims for compensation for lost profit or frustrated expenses, negligence in conclusion of the contract, other breaches of obligation or tort claims for damage compensation in accordance with Section 823 BGB, or due to intangible losses. Our liability – also liability in accordance with Art. 45 para. 1 b CISG – is at least limited to cases of fundamental violations of contract within the meaning of Art. 25 CISG.

(2) The limitation under (1) above also applies if the Customer demands reimbursement for useless expenditure instead of claiming compensation for damages in place of performance.

(3) Insofar as liability for damages on our part is excluded or restricted, this shall also apply with regard to personal liability for damages on the part of our employees, our representatives and vicarious agents.

(4) The statutory provisions on burden of proof remain unaffected.

14. Samples, tools, drawings

(1) If required, samples and tools must be delivered to our factory by clients without charges for packing and carriage.

(2) If we produce samples and tools required for production based on templates provided by the customer, we are entitled to charge the Customer for a share in the production costs which we specify during contract negotiations and invoice after approval. Irrespective of the production cost share, we remain the owners of the tools produced.

(3) We are responsible only for the proper use and storage of samples and tools provided to us. It is the responsibility of the owner to insure samples and tools adequately against fire and water damage and against theft.

(4) If one contractual partner provides the other with samples or with drafts or technical documents for the goods to be supplied or their production, these remain the property of the contractual partner providing them.

(5) Each contractual partner shall use all documents (including samples, models, tools and data) and knowledge which he acquires from the business relationship only for the common purpose and keep these secret from third parties with the same care as for its own documents and knowledge, if the other contractual partner has designated these as confidential or has an obvious interest in their secrecy. This obligation begins from first receipt of the documents or knowledge and ends 36 months after the end of the business relationship.

(6) The obligation does not apply to documents and knowledge which is generally known or which was already known upon receipt by the contractual partner without any obligation of confidentiality, or which was later disclosed by a third party authorised for disclosure, or which were developed by the receiving contractual partner without the use of confidential documents or knowledge of the other contractual partner.

15. Jurisdiction, place of performance

(1) All legal relations between the Customer and us are governed by German law, including UN Sales Law (CISG).

(2) Jurisdiction and place of performance for merchants, also for restitution obligations, is Gevelsberg (Westphalia).

(3) If individual clauses of these General Terms and Conditions of Sale and Delivery are or become invalid, the validity of the remaining clauses is not affected.