



General Terms and Conditions:

1. General provisions, conclusion of contract

- 1.1 These general terms and conditions shall apply to all present and future business relations. Any conditions of the customer which differ from or are counter to our conditions of sale shall not be recognised unless we have provided our express consent in writing. Our conditions of sale shall also apply if we undertake delivery to the customer without reservation, despite being aware of conflicting or divergent conditions on the part of the customer.
- 1.2 Our conditions of sale shall apply only to companies as defined in Section 14 of the German Civil Code.
- 1.3 Our offers are non-binding. They remain subject to reasonable technical modifications and changes with regard to dimensions, weights and quality.
- 1.4 Upon ordering an item the customer declares a binding intention to acquire the goods concerned. We shall be entitled to accept the offer to enter into a contract which is implicit in the order within two weeks of receipt of the same. Such acceptance may be declared either in writing or through delivery of the goods to the customer.
- 1.5 The contract shall be concluded subject to correct and punctual supply of the goods to our company. This proviso shall apply only where we are not responsible for failure to effect delivery, in particular in case of conclusion of a congruent covering transaction.

2. Prices

- 2.1 In the absence of any stipulations to the contrary in the confirmation of order, our prices shall apply net cash "ex-works" or "ex-warehouse", plus costs of packaging, freight, insurance, customs, duties, etc., which will be invoiced as separate items.
- 2.2 Carriage-paid prices shall apply subject to clear, unimpeded transportation on the available routes.
- 2.3 Cash discounts shall be granted only subject to appurtenant special written agreements.
- 2.4 Price changes shall be permissible where more than two months elapse between conclusion of the contract and the agreed delivery date. In the event of increases in wages, costs of materials, market purchase prices or the freight charges, taxes, customs duties, official charges or other costs forming the basis for the original pricing between the end of the aforesaid two-month period and completion of the delivery, we shall be entitled to raise the price commensurately in accordance with the increases in costs. The customer shall be entitled to withdraw from the contract only if the price rise exceeds the increase in the cost-of-living index between placing of the order and delivery to a substantial extent.
- 2.5 Our prices shall apply subject to value-added tax at the mandatory rate as applies from time to time; it will be indicated on the invoice at the mandatory level as applies on the date of invoicing.

3. Terms of payment

- 3.1 In the absence of any stipulations to the contrary in the confirmation of order, the purchase price shall be payable net (without deductions) by the 15th of the calendar month following delivery.
- 3.2 Should the customer fail to effect payment by the latest date for payment in accordance with no. 3.1 of the terms of delivery, whereby the effective date shall be the date on which the amount is credit to our account such that we are able to dispose thereof, we shall be entitled to charge interest on arrears to the amount of 8% above the base lending rate of the European Central Bank, without having to serve a reminder. We reserve the right to claim a higher level of damages on account of the default.
- 3.3 We accept bills of exchange on account of payment only. We shall not be obliged to accept bills of exchange. Where we expressly undertake to recognise trade acceptances by way of payment, these shall be credited to the customer's account after deducting the applicable discount rate, stamp duty, bank charges and any collection charges; these costs shall be payable in cash immediately after due notification.



- 3.4 Credit entries by way of bills of exchange or cheques shall always be subject to receipt in our account, notwithstanding prior payability of the purchase price in the event of delayed payment by the buyer. Such credit entries shall be effected at the value as applies on the date on which we are able to dispose of the amounts concerned.

4. Delivery periods

- 4.1 In the absence of any agreement to the contrary, delivery periods and deadlines stated by our company shall apply only as approximate delivery times.
- 4.2 Delivery periods shall not begin until all matters relating to the delivery process have been clarified. Compliance with our obligation to effect delivery shall further be contingent on the customer duly and punctually meeting its obligations, in particular the provision of any required documentation, licences, approvals, and the receipt of any agreed advance payment.
- 4.3 Where a delivery is effected "ex-warehouse" or "ex-works", the delivery period and/or deadline shall be deemed to be met when the goods leave the warehouse or works within the delivery period or before the delivery deadline; it shall further be deemed to be met when notification is provided in good time that the goods are ready for delivery, when they cannot be dispatched in good time for reasons beyond our control.
- 4.4 In the case of transfer orders based on imports, delivery periods and deadlines shall be deemed to be met when we provide due notification of readiness of the goods for shipment.
- 4.5 We shall be liable according to the relevant legal provisions where, by way of exception, the contract of sale constitutes a transaction for delivery by a fixed date within the meaning of Section 376 of the German Commercial Code.
- 4.6 We shall further be liable according to the relevant legal provisions if a delay in delivery is attributable to intent or gross negligence, including intent or gross negligence on the part of our vicarious agents or representatives, or if we culpably breach a substantial contractual obligation. Where no breach of contract based on intent or gross negligence is attributable to us, our liability shall correspond to the foreseeable average level of damage which typically arises as a result of such breaches. No claims shall otherwise be assertible for delayed delivery.
- 4.7 We shall not be held liable for any delays in delivery resulting from force majeure. As such, force majeure shall be equivalent to unforeseen obstacles beyond our sphere of influence, e.g. strike, lock-out, mobilisation, war, blockade, export and import bans or traffic disruptions. In such cases we shall be entitled to extend the delivery period accordingly or to withdraw from the contract in part or in its entirety with regard to the outstanding deliveries. In such an instance the customer may require us to stipulate whether we intend to withdraw from the contract or to effect delivery within a reasonable period. If we fail to provide due notification within a reasonable period, the customer may withdraw from the contract.
- 4.8 Partial deliveries are permissible; they shall each be deemed to constitute a transaction in their own right.

5. Shipment and passing of risk

- 5.1 In the absence of any agreement to the contrary, we shall effect delivery "ex-warehouse" or "ex-works".
- 5.2 The goods are shipped in each case for the customer's account and at the customer's risk. In the absence of any special instructions from the customer, the shipping route and the means of transportation and protection shall be selected at our discretion.
- 5.3 Transport and other packaging covered by the ordinance on packaging shall not be taken back. The customer shall be obliged to arrange for disposal of the packaging at its own expense.
- 5.4 Where we employ loading equipment (timber supports, frames, tarpaulins, etc.) on the customer's request, such usage shall take place at the customer's risk and expense on the basis of separate invoicing; loaned loading equipment shall be returnable to the customer at the latter's risk and expense.
- 5.5 In all instances, including in the case of fob and cif transactions, for example, the risk pertaining to the goods, including the risk of seizure, shall pass to the customer upon handover of the goods to the forwarding agent or carrier, or at the latest upon the goods leaving the works or the warehouse. This provision shall also apply where consignments are, by way of exception, shipped carriage-paid.

- 5.6 Should the customer delay in taking delivery of the goods, handover shall be deemed to have taken place.
- 5.7 Transport insurance shall be taken out only at the express wish of the customer, who shall be required to bear all the attendant costs.
- 5.8 Goods which are notified to the customer as being ready for dispatch must be called by the latter without delay. Should the customer fail to call the goods within 14 days of advice of readiness for dispatch, we shall be entitled to place the goods in storage at our own discretion at the customer's risk and expense and to invoice the customer for the goods which are ready for dispatch. Following expiry of a final extension period of a further 14 days, we shall furthermore be entitled to withdraw from the contract or to require compensation. There shall be no requirement to set a final extension period if the customer seriously or unconditionally refuses to take delivery of the goods or is evidently unable to pay the purchase price within this period.

6. Cancellation costs

If the customer cancels a placed order without justification, we shall be entitled to require payment of 10% of the purchase price to cover the cost of processing the order and for lost profit, without prejudice to the possibility of asserting a claim for a higher level of actually incurred damages. The customer shall retain the right to produce evidence substantiating a lower level of damages.

7. Reservation of title

- 7.1 We shall retain ownership of the delivered goods until all accounts payable from the current business relationship have been settled in full. In case of breach of contract on the part of the customer, in particular default in payment, we shall be entitled to take back the purchased goods. Our taking-back of the purchased goods shall not constitute withdrawal from the contract on our part, unless this is expressly stated by us in writing. Attachment by our company of the purchased goods shall always constitute withdrawal from the contract. We shall be entitled to sell purchased goods after taking them back; the proceeds of such sales shall be deducted from the customer's liabilities minus reasonable realisation costs.
- 7.2 The customer shall be obliged to provide us with written notification forthwith of any seizure of the goods by third parties, e.g. by way of attachment, and of any damage to or destruction of the goods. Where the third party is not able to reimburse us for the judicial and extra-judicial costs of a legal action pursuant to Section 771 of the German Code of Civil Procedure, the customer shall be liable to us for losses sustained by our company.
- 7.3 The customer shall be entitled to sell on the purchased goods in the ordinary course of business. The customer hereby assigns to us all claims accruing to it from its customers or third parties as a result of resale up to the invoiced sum total payable to us (including value-added tax), irrespective of whether the purchased goods are sold on with or without further processing. The customer shall remain authorised to collect such claims after their assignment. Our authorisation to collect the claims ourselves shall remain unaffected. We undertake to refrain from collecting such claims as long as the customer meets its payment obligations from the received sales proceeds, does not default in payment, does not apply for the institution of insolvency proceedings and does not cease to effect payment. Should any of the aforesaid situations occur, however, we shall be entitled to require the customer to provide us with details of the assigned claims and the appurtenant debtors and to furnish us with all the information necessary for collection of the claims, to surrender the appurtenant documentation to us and to notify the debtors (third parties) of the assignment.
- 7.4 Any processing or transformation of the purchased goods by the customer shall be deemed to be undertaken for us. Where the purchased goods are processed with other objects which do not belong to us, we shall acquire co-ownership of the new object to an extent corresponding to the ratio of the value of the purchased object (sum total of invoice including value-added tax) to the value of the processed objects at the time of processing. The purchased object after processing shall otherwise be subject to the same provisions as apply to the purchased object as delivered with reservation of title.
- 7.5 Where the purchased goods are inseparably mixed with other objects which do not belong to us, we shall acquire co-ownership of the new object to an extent corresponding to the ratio of the value of the purchased object (sum total of invoice including value-added tax) to the value of the mixed



- objects at the time of mixing. Where the goods are mixed such that the customer's object is to be regarded as the main object, it is agreed that the customer shall assign us proportionate co-ownership. The customer shall hold the resultant sole or co-ownership for us.
- 7.6 By way of security for accounts receivable by us from the customer, the customer shall also assign claims to us which arise against third parties as a result of combination of the purchased goods with an item of real estate.
- 7.7 On request from the customer, we undertake to release the securities due to us to the extent to which the realisable value of our securities exceeds the claims to be secured by more than 10%. It shall remain at our discretion to choose the securities which are to be released.

8. Warranty

- 8.1 Should the purchased goods reveal a defect for which we are liable, we shall initially be entitled to choose whether to remedy the defect or to effect a replacement delivery.
- 8.2 Should our attempted subsequent performance fail, the customer shall be entitled at its discretion to lower the due payment (reduction) or to annul the contract (cancellation). In the case of only minor non-conformity with the contractual provisions, and in particular in case of only negligible defects, the customer shall not be entitled to cancel the contract, however.
- 8.3 Warranty rights on the part of the customer shall be contingent on the latter having duly met its obligations as a prudent business undertaking to examine the goods and to provide due notification of any defects. In this connection, the customer shall be required in particular to provide written notification of obvious defects forthwith, and within five days of receiving the goods at the latest; no warranty claims shall otherwise be assertible. Punctual dispatch of the notification shall suffice to meet the aforesaid deadline. The onus of proof shall lie entirely with the customer with regard to all preconditions pertaining to claims, and in particular to the defect itself, the time of establishment of the defect and the provision of notification in due time.
- 8.4 Where the customer opts to withdraw from the contract on account of a defect in title or quality after attempted subsequent performance, it shall not be entitled to assert any further claims for damages in connection with such defect.
- 8.5 We shall otherwise be liable to provide compensation where the customer asserts claims for damages based on intent or gross negligence on the part of our representatives or vicarious agents or where we have culpably breached a substantial contractual obligation. Where no breach of contract based on intent or gross negligence is attributable to us, our liability shall be limited to the foreseeable average level of damage which typically arises as a result of such breaches. No liability for damages shall otherwise apply.
- 8.6 The above-stated limitations of liability shall not apply to the customer's claims based on product liability. Equally, the limitations of liability shall not apply in the case of injury, damage to the health or loss of life attributable to our company.
- 8.7 The warranty period shall be one year from the date of delivery of the items concerned. This shall not apply if the customer fails to notify us of defects in good time (no. 8.3 of this provision).
- 8.8 Claims for compensation due to a defect shall become statute-barred one year after delivery of the item concerned. This shall not apply in the case of gross negligence on our part or in the case of injury, damage to the health or loss of life attributable to our company.
- 8.9 Information furnished by our company on the condition and quality of the goods and any samples, specimens or analytical data which we make available shall be non-binding and shall not constitute a contractual quality description for the goods.
- 8.10 The customer shall not be granted any guarantees in the legal sense.



9. Limitation of liability

- 9.1 In the absence of any stipulations to the contrary in the above provisions, we shall be liable for damages in accordance with the relevant statutory provisions where the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents, or on a culpable breach of a substantial contractual obligation. No claims for damages shall be assertible beyond this. The level of any claim for damages shall be limited to the foreseeable direct average level of damage typical for the type of contract concerned according to the nature of the goods concerned. This limitation shall not apply where a breach of contract is based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents.
- 9.2 The above-stated limitations of liability shall not apply to the customer's claims based on product liability. Equally, the limitations of liability shall not apply in the case of injury, damage to the health or loss of life attributable to our company.

10. Final provisions

- 10.1 The law of the Federal Republic of Germany shall apply. The provisions of the UN sales convention shall not apply.
- 10.2 Where the customer is a merchant, a legal person under public law or a special fund under public law, our principal place of business shall be the sole place of jurisdiction for any disputes arising from this contract. The same shall apply if the customer has no general place of jurisdiction in Germany or if the customer's place of residence or habitual abode is not known at the time of bringing an action.
- 10.3 The place of performance shall be our principal place of business.
- 10.4 Should any individual provisions of the contract with the customer, including these General Terms and Conditions, be or become invalid, either in part or in their entirety, this shall not affect the validity of the remaining provisions. The fully or partially invalid provision shall be replaced by a new provision which corresponds as closely as possible to the economic outcome of the invalid provision.