

General Terms of Sale and Delivery

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Conclusion of contract

1. Our quotations are without obligation. Samples and specimens are only deemed to be representative items to illustrate the approximate nature of the goods; they are non-binding with respect to their characteristics, unless we have provided a written guarantee in that respect.
2. Purchase orders are not deemed to have been accepted until we have confirmed them in writing, by delivery of the goods or by sending an invoice.
3. We are entitled to withdraw from the contract if the ordering party has applied for insolvency proceedings to be opened with respect to their assets, has made a statutory declaration pursuant to section 807 ZPO (Code of Civil Procedure) or if insolvency proceeding about their assets have been opened or the opening has been rejected due to insufficiency of assets.

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Delivery time; delivery

1. Delivery times are only binding if we have confirmed them in writing.

The start of a delivery time confirmed by us in writing is conditional on the prior clarification of all technical questions.

2. Cases of force majeure and/or unexpected events (e.g. strikes, traffic disruption, deliveries by sub-suppliers, natural events etc.), which are outside our control, shall extend the period of performance according to the lost period of time. Such events shall not provide entitlement to early termination of the contract until such time that a further wait can no longer be deemed reasonable.
3. Should a delivery, for which we had confirmed a delivery time in writing, become delayed, the customer can set us an addition period of time of 10 weeks. Once this period has elapsed, the customer is entitled to withdraw from the contract. Claims for

compensation for delayed delivery and/or non-performance are excluded insofar as we, our representatives or our vicarious agents are not guilty of premeditation or gross negligence. In this context, our sub-suppliers are not considered to be our representatives or our vicarious agents.

Both parties are entitled to withdraw from the contract if the delivery of the contract goods is delayed by more than 6 months for reasons beyond our control.

4. Our deliveries are made regularly at the cost and risk of the Buyer, with the goods being handed over to a forwarding agent, a freight carrier, the railway, the post office or the Buyer. This transfer of risk also applies when we deliver carriage paid in exceptional cases.

The costs for a “carriage paid” delivery are based on the freight rates applicable at the time the contract is concluded. Any changes to custom duties, taxes and levies that come into force after the contract is concluded shall be borne by the Buyer. The same applies to any changes in the exchange rates of our delivery or customer countries.

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Prices, terms of payment

1. Our prices are quoted in EUR, ex warehouse and exclusive of the VAT applicable at the time of delivery.
2. Our trade receivables are payable without deduction within 14 working days from date of invoice. Once this period has elapsed, the Buyer shall be in default. From this point in time, the invoice amount is subject to interest of 8 percent above the ECB base rate p.a.
3. The Buyer shall only be able to offset our trade receivables against any claims of their own, if these have been recognised by us or if they have been determined by a court and are non-appealable. Retention rights are excluded insofar as they are not derived from claims from the same delivery contract.

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Warranty; liability

1. Goods must be inspected upon arrival without delay. Any defects must be notified to us immediately. Warranty claims based on late notification of defect are excluded.

Parts, which have become unusable due to natural wear and tear, improper handling or excessive use will only be replaced on a chargeable basis. The Buyer shall indemnify us against the claims of any third parties made on this basis against the Buyer or us after transfer of the goods, in particular also with respect to any claim for contribution based on joint and several liability for defective goods. Further to this, we shall not assume liability for the delivered goods being suitable for the Buyer's envisaged purposes.

2. In the case of justified defect notifications, we shall provide warranty either by rework or by subsequent delivery at our discretion. Should 2 attempts at rework or subsequent delivery fail, the Buyer can set us a final supplementary performance period of 10 weeks. Should this period elapse unsuccessfully, the Buyer shall be entitled to withdraw from the contract. Claims for damages including for any consequential damage are excluded insofar as we, our representatives and/or vicarious agents are not guilty of premeditation or gross negligence.
3. Any liability for compensation – for whatever legal reason – is excluded, where this is legally permitted, insofar as we, our representatives and/or vicarious agents are not guilty of premeditation or gross negligence. In any case, our liability – insofar as it is permissible – shall be limited in its amount to the damage typical for deals of this nature.
4. Any warranty claims against us shall become statute-barred 12 months from delivery of the goods.

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Reservation of title

1. Until payment of all liabilities from the business relationship with the Buyer, all goods supplied by us shall remain our property. If purchases are made on account, the

reservation of property represents a surety for our balance claim. Should our reserved goods be connected to or mixed with other items of the Buyer, this shall result in co-ownership in the ratio of the value of our goods to those of the Buyer, with the Buyer taking this new object or these new goods into safekeeping on our behalf.

2. The Buyer is entitled to sell the delivered goods in regular commerce. However, the Buyer is not entitled to pawn the reserved goods or the new object resulting from transformation or transfer it by way of security or to pay off third parties. Until payment of all our receivables, the Buyer is transferring the accrued receivables due from their customers including all ancillary rights to us here and now. We hereby accept this transfer. In case the Buyer sells the reserved goods together with other goods at a total price, the transfer shall only involve the amount of a first-priority sum that the Buyer has charged their customer for our reserved goods. Until further notice, the Buyer is entitled to collect the transferred receivable. At our request, the Buyer must confirm the transfer to us in writing and notify their customers of it. The Buyer must notify us immediately should any third parties attempt to take possession of the reserved goods or the transferred receivables. The taking back of reserved goods is not deemed to constitute withdrawal from the contract.

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General; place of performance

1. Subject to written additions and/or deviating provisions in individual contracts, the above provisions shall apply to our delivery contracts without exception. No collateral agreements exist and these require written form to be effective. The written form is also required to waive this written form requirement.
2. Should individual provisions be or become ineffective, this shall not affect the effectiveness of all the remaining provisions. The ineffective provision shall be replaced by the substance of its economic purpose.
3. The place of performance and jurisdiction is Hamburg.
4. The laws of the Federal Republic of Germany shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).