

1. Scope

1.1.

All goods and services supplied to Customers as defined in clause 1.2 – also those supplied in the future – (described below simply as "Deliveries") are governed solely by the General Conditions of Supply and Payment stated below (described below as simply "Conditions") unless otherwise agreed.

1.2

These Conditions shall only apply in respect of traders within the meaning of §14 BGB (Bürgerliches Gesetzbuch [German Civil Code]), legal persons under public law or special funds under public law (described below as "Customers").

1.3

The terms of business of our Customers do not form part of the contract even if we do not expressly contradict them.

2. Conclusion of contract and content

2.1

Our offers are non-binding. Customers are bound by their order for a period of 14 days after receipt by us unless otherwise stated in the order. Contracts do not come into effect until we confirm the order in writing or the goods have been supplied. The written form also includes fax and e-mail.

2.2

Supplementary oral agreements or commitments by our employees that go beyond the content of the written contract or which change these Conditions to our disadvantage shall only be effective after written confirmation.

2.3

Any illustrations, drawings, and specifications regarding weight, colour and measurements given by us in connection with the contract only represent approximations unless they are a) expressly described as binding or b) fundamental.

2.4

We reserve all rights of ownership and copyright to cost proposals, drawings and other documents. They must not be made accessible to third parties without our prior consent in writing. 2.5 Our product descriptions do not represent a guarantee. We only assume a guarantee for our products with an explicit promise of a guarantee in writing.

3. Price and payment

3.1

Our prices are understood as ex-works from our plant in Furtwangen, net in Euros, including costs of loading, plus packaging costs and plus the respective rate of VAT valid at that time. We will insure the goods for transportation on request at the Customer's expense.

3.2

In the case of delivery terms of more than two months, we shall be entitled to increase the agreed prices accordingly to the extent that significant changes in energy, material or commodity prices, or staff costs have occurred and we are not accountable for this change. If a price increase exceeds

5%, the Customer shall have the right to withdraw from the contract within two weeks of notification of the price increase.

3.3.

In the absence of any special agreement, payment must be rendered to our bank account

- within 30 days of delivery and invoice date without deduction in the case of a net order value of up to €15,000.00;
- in the case of a net order value of more than €15,000.00 in two tranches: 40% of the invoice amount on confirmation of the order; 60% on acceptance at our premises or delivery, in each case 14 days net after the invoice date.

The timeliness of receipt shall be determined by receipt of payment in our account. We only accept checks on account of payment and only subject to prior agreement in writing; bank charges shall be borne by the buyer. They are due immediately.

3.4

If the agreed payment terms are exceeded, we shall without warning calculate interest on arrears at a rate of 8 percentage points above the bank interest rate valid at that time, but no less than 10%.

3.5

The Customer may only offset or assert a right of retention to the extent its counter-claims are determined as uncontested, recognized and legally binding.

3.6

If justified doubts arise about the Customer's ability to pay, such as for example as a result of individual enforcement measures against the Customer, default in payment, or bill or check protest, we may request the provision of collateral or cash payment item by item against performance. If the Customer does not comply with this request within an appropriate deadline, we may withdraw from the unfulfilled part of the supply contract. The deadline may be waived if the Customer is recognizably not in a position to provide collateral, such as for example if an application to open insolvency proceedings against the Customer's assets has been made.

4. Delivery, transfer of risk, partial deliveries and reservation according to correct receipt of goods from suppliers

4.1

Delivery is effected in the absence of a separate at the customer's expense.

4.2

The risk passes to the customer when the goods are handed over to the carrier. If shipment is delayed through no fault of ours, the risk is transferred as soon as we have notified the Customer of our readiness for dispatch, and even if we have assumed further services, e.g. shipment costs, also by in-house transport personnel. The shipment by us will be insured against damage in transit at the Customer's request and at its expense.

4.3

Partial deliveries are permissible to a reasonable degree.

4.4

Our duty of supply is subject to the reservation of prompt and correct delivery by our suppliers unless the incorrect or delayed delivery to ourselves is a result of our fault.

5. Delivery terms

5.1

Delivery terms are merely approximate.

5.2

The delivery period begins with the receipt of confirmation of the order, but not before clarification of all details of execution of the order and technical issues, and receipt of the goods to be traded and an agreed advance payment or collateral against payment.

5.3

The delivery term has been met if the goods have been loaded by the end of the period to the means of transportation provided by the Customer. If shipment is delayed through no fault of ours, the delivery term is met upon notification of our readiness for dispatch.

5.4

In the case of delayed delivery, our liability for default damages are limited in the event of simple negligence to foreseeable damages typical for such contracts. Our liability shall hereby be limited in amount to 0.5% per week of the delay or part thereof, in total to a maximum of 5% of the net invoice amount of the part of the delivery affected by the delay. This does not affect the Customer's claim to the payment of compensation in lieu of performance (pursuant to clause 9). The Customer shall notify us no later than at the conclusion of the contract of contractual penalties that apply to its customers. In all other respects, our liability due to delay is governed by clause 9.

5.5

If the shipment is delayed due to circumstances for which we are not accountable, where goods remain in storage at our factory we shall calculate the cost of storage at a minimum of 0.5% of the net invoice amount of the delivery stored for each month or part thereof.

5.6

Any requests for changes by the Customer shall extend the delivery period until we have examined the feasibility of such changes and by the time required for the implementation of the new specifications in production. If a current production cycle is interrupted as a result of a requested change, we may prioritize and complete other orders. We are not obliged to keep production capacity free during the delay.

6. Force majeure

6.1

Force majeure or other unforeseen and unavoidable events for which we are not accountable (e.g. legal strikes or lockouts, disruptions to operations, difficulties in the procurement of materials or energy, transportation delays, shortages of labour, energy or raw materials, measures by the authorities, or difficulties in the procurement of permits, in particular import or export licenses) shall extend the delivery period by the duration of the disruption and its effects. This shall also apply if the obstacles occur at our suppliers or during an existing delay.

6.2

If the obstruction is not of merely temporary duration, both parties are entitled to withdraw from the contract. Claims for compensation are excluded in the cases specified in clause 6.1.

7. Retention of title

7.1.

We shall retain title to the goods supplied up to the receipt of all payments and the checks accepted arising from the business relationship with the Customer being irrevocably credited to our account. If there is a current account relationship the retention of title shall relate to the recognized balance.

7.2

The Customer is obliged to handle the goods bought with care and maintain them in good condition; in particular it is obliged to insure them against any damage or loss at sufficient replacement value at its own expense. The insurance policy and the evidence of payment of the premium must be submitted to us on request. The Customer shall at this time assign claims arising from the insurance relationship subject to the condition of the transfer of ownership to us. We shall accept assignment.

7.3

Processing and finishing by the Customer of the goods under reservation of title shall be at all times carried out for us without placing us under any obligation. In the event of mixing and combining with other goods, we acquire joint ownership in the new products in proportion to the net invoice value of the goods under reservation to the other materials.

7.4

The Customer shall be entitled to resell the goods under reservation in the proper course of business; however, it shall assign in advance all claims that arise to it from the resale or reuse at the full amount. We shall accept assignment.

7.5

The Customer shall be entitled to collect all claims assigned to us. Entitlement to collection shall lapse if the Customer does not comply with its payment obligations from the revenue collected. In this case, we may revoke the authority to resell or reuse the goods and request that the Customer notify us of all the claims assigned and the debtors concerned, provide the necessary information for collection, provide us with the necessary documentation and notify the debtors of the assignment. In addition, the Customer shall submit a list of goods under reservation still present even if they have already been processed.

7.6

Taking back the goods under reservation does not represent withdrawal from the contract. However, if we do declare our withdrawal, we shall be entitled to full exploitation of the goods.

7.7

As long as the retention of title exists, the Customer may only pledge or mortgage the goods, or assign claims with our written consent. Access to the goods under reservation by third parties must be notified to us immediately. The Customer shall bear any costs that arise as a result of defending against third party access unless they can be recovered from the third party.

7.8

If the value of the collateral exceeds our claims by more than 10%, we shall release our collateral at our discretion on the Customer's request.

8. Liability for defects

8.1

Obvious material defects must be notified to us immediately in writing but no later than eight days after receipt of the goods, concealed defects no later than eight days after discovery of such defects. If these periods are exceeded, all claims and rights arising from liability for defects for these defects shall lapse.

8.2

Changes to the goods supplied as a result of technical improvement do not represent defects.

8.3

We shall not be liable for legal defects arising from having followed technical drawings, drafts or other specifications provided to us by the Customer.

8.4

We shall only be liable for the use of goods free of defects supplied outside Germany if such use was agreed or was to be expected according to circumstances at the time of conclusion of the contract. In the case of an existing liability for freedom from defects outside Germany, we must ensure that the use at the point of time of conclusion of the contract was not prevented by any existing rights abroad, of which we were aware at that time or of which we were not aware due to gross negligence.

8.5

In the case of justified complaints, we shall supply a replacement of our choice or rectify the goods. If supplementary fulfilment is unsuccessful, the Customer may request a reduction in price after the end of an appropriate grace period or – if the defect is significant – withdraw from the contract and request compensation in accordance with clause 9.

8.6

Costs of supplementary fulfilment arising from the fact that the item bought has been transported after delivery to a location other than the commercial establishment of the Customer are not covered.

8.7

To the extent that the defect has arisen due to an essential product of a third party, we shall be entitled initially to limit our liability to the assignment of claims and rights of liability for defects that arise to us against the supplier of the third party products, unless satisfaction from the assigned claim or right fails or cannot be enforced for other reasons. In this case, the Customer shall again have the rights arising from clause 8.5.

8.8

Claims due to defects shall lapse after 12 months from the transfer of risk unless we have concealed defects fraudulently or caused them intentionally or due to gross negligence or we are liable due to a guarantee or for injury to life, body or health caused by the defect.

9. General liability

9.1

We shall be liable for whatever legal reason according to the statutory provisions in the case of intent or gross negligence.

9.2

In the case of simple negligence, we shall only be liable for the infringement of an essential contractual duty, the fulfilment of which makes the proper execution of the contract possible at all and on which the Customer regularly relies and may rely, and – unless otherwise provided for in clause 5.4 in the case of loss due to delays – is limited to the compensation for the foreseeable loss or damage typical to such a contract. Our liability arising from injury to life, body and health, according to the German Product Liability Law and based upon guarantees given shall remain unaffected. In all other cases our liability is excluded.

9.3

Claims for damages against use in accordance with clause 5.4 and clause 9.2 sentence 1 shall lapse 12 months after the statutory period of limitation.

10. Place of fulfilment, jurisdiction and choice of law

10.1

In the absence of agreement to the contrary, the place of fulfilment for all goods and services supplied under the contractual relationship with the Customer is our registered place of business.

10.2

In all disputes arising from the contractual relationship with the Customer, if the Customer is a registered trader, a legal person under public law or a special fund under public law, the action must be filed at the court competent for our registered place of business. We shall also be entitled to file an action at the registered place of business of the Customer.

10.3

German law shall apply. The United Nations Convention on the International Sale of Goods of 04/11/1980 is excluded.