

# General Terms and Conditions of Sale and Delivery

## 1. GENERAL TERMS

All offers are subject to change and subject to prior sale. All offers and sales are based on the following terms and conditions. Any agreement in conflict with these terms and conditions shall only be binding if they have been confirmed by us in writing. Deviating terms and conditions of the purchaser which have not been expressly acknowledged by us in writing, shall not be binding for us, even if we have not expressly objected to them. Oral agreements shall only be legally binding if they have been confirmed by us in writing.

## 2. PRICES (valid within Germany)

Calculation is made in Euro. Prices are net prices. Value added tax (VAT) will be added. Standard packaging is not charged separately. Minimum quantity surcharge: minimum order value: € 250.-; below such amount, a processing fee of € 25.- will be charged.

## 3. DELIVERY

Delivery shall be made ex works or warehouse at the expense and risk of the customer. Partial deliveries shall be admissible. We shall observe the requested delivery date as far as possible. If delivery should be delayed due to our fault, purchaser can only withdraw from the contract or claim damages if purchaser has unsuccessfully granted us a reasonable extension together with the explicit statement that he will refuse acceptance upon expiry of the period. If the purchaser should be a merchant pursuant to German Commercial Code ("HGB"), he shall only have the right to withdraw from the contract. If delivery should be delayed due to no fault on our part, the delivery period shall be extended to a reasonable extent. In the event of an unreasonable delay, both the purchaser and we shall be entitled to withdraw from the contract. We shall not be responsible for cases of force majeure, such as official interference, lack of raw materials and supplies, strikes and lock-outs. Circumstances significantly complicating or preventing delivery shall be equal to force majeure. In connection herewith, it is irrelevant whether such circumstances occur at the level of the previous supplier or at our level. If there is no possibility to ship the goods, the agreed delivery date shall be deemed met if the goods are made available and the purchaser has been informed accordingly in writing. In case of order-related manufacturing, an over-delivery or under-delivery of 15% shall be deemed to have been agreed upon.

## 4. SHIPMENT

Goods will always be shipped at the account and risk of the purchaser and, at our discretion, by a forwarding agency, freight carrier or our own trucks. Deliveries with a net value of goods of at least €500.- shall be made "free carrier" (abroad: as of €500.-, free German border). Freight charges shall always be at the purchaser's expense. If we deliver by own truck and if the net value of the goods should be below the respective threshold, we shall charge freight costs at an amount of 8%. In case of shipments by forwarder or as cargo we shall charge, in case of small orders, the costs actually incurred. Express deliveries requested by purchaser must be paid by purchaser.

## 5. RETENTION OF TITLE

We shall retain title to the delivered goods until all claims to which we are entitled and which are going to arise under the business relationship, irrespective of legal grounds, have been satisfied. Purchaser shall be entitled to process the delivered goods or to combine them with other products in the ordinary course of his business. In order to secure our claims, we shall acquire the right of co-ownership to the items resulting from processing or combination in relation to the value of our goods and the item resulting from the processing or combination. Purchaser shall store the items subject to our co-ownership free of charge. We revocably authorize the purchaser to resell the items subject to our co-ownership in the ordinary course of business. Purchaser undertakes to resell the items only against agreement of retention of title. Purchaser assigns to us all claims and ancillary rights arising from the resale. Purchaser shall be entitled to collect the assigned claims, unless we have revoked such authorization. Purchaser shall not be entitled to otherwise dispose of the items in our ownership or co-ownership or of the claims assigned to us. Purchaser shall immediately inform us about any seizure or other legal impairment of the items in our ownership or co-ownership or of the claims. We shall at all times be entitled to revoke the direct debit authorization and demand surrender of the items in our ownership if the purchaser should be in default with any payment or if his financial situation should significantly deteriorate or in case of a seizure by any third party. If the value of all collaterals held by us should exceed our claims by more than 20%, we shall, at the purchaser's request, release collaterals of our choice to the extent of the excess.

## 6. WARRANTY

If the purchaser should be an entrepreneur and if the purchased goods should have a defect of quality or title, we shall, at our own discretion and to the exclusion of other warranty claims on the part of the customer, deliver a replacement free of charge or will rectify the defect. Multiple rectifications or replacement deliveries shall be admissible. If the rectification or replacement delivery should fail after a reasonable period, purchaser can, in accordance with statutory provisions, withdraw from the contract or reduce the purchase price or claim damages or reimbursement of futile expenses by taking into account the liability limitation pursuant to Section 7. Warranty claims due to obvious defects shall lapse if they have not been communicated to us in writing within 2 weeks from delivery. If the contract should be a commercial transaction for the purchaser pursuant to HGB, the provisions pursuant to Art. 377, Art. 378 HGB shall apply in deviation from the above regulation; such notification must also be made in writing. Warranty claims due to non-obvious defects shall lapse if they have not been communicated by the purchaser in writing within one year from having obtained knowledge of the defect. Statutory or agreed limitation periods shall not be extended hereby. If the purchaser is an entrepreneur, claims pursuant to Section 1 shall lapse within one year from the delivery of the item. We reserve the right to customary, i.e. negligible and reasonable deviations in terms of dimensions and designs (color and structure), in particular in case of reorders, to the extent such deviations are customary and due to the used materials' nature.

## 7. OTHER LIABILITY

If we should be liable to pay damages due to contractual provisions or legal requirements, such damages shall be limited to a maximum amount of the agreed purchase price/production price of the goods, if the damage is due to slight negligence on our part, our officers or our vicarious agents. The liability limitation shall not apply if a material contractual obligation has been violated. If the purchaser is a consumer, the liability limitation pursuant to sentence 1 shall not apply to damages resulting from an injury to life, limb or health.

## 8. TERMS OF PAYMENT

Our invoices shall be due and payable within 10 days after receipt of invoice with a cash discount of 3% or within 30 days net. Bills of exchange or an assignment of claims shall be accepted only as conditional payment. Discount charges shall be borne by the purchaser. Customer shall only be entitled to offset claims against counterclaims if they have not been contested by us or have been established by a final judgment. Advance payment shall bear no interest. Payments to employees or agents shall only be admissible if they have collecting powers. Payments shall be credited to the oldest debt. For that purpose, all of the customer's debts, also of customer's branch offices, shall be taken into account. A discount shall not be granted if, at the date of payment, a balance should be due in our favor. If the purchaser should be in default with his payment obligations, we shall charge default interest at a rate of 3% above EURIBOR. Any further claims for compensation of damages caused by delay shall remain unaffected. Interest shall be due and payable immediately upon calculation.

## 9. DELIVERIES ABROAD

Any transaction or sale abroad shall be excluded on the basis of these General Terms and Conditions of Sale, Delivery and Payment. The contractual relationship shall exclusively be governed by and construed in accordance with German law. If we should have to take legal measures abroad in order to enforce fulfillment of our contractual claims, purchaser undertakes to bear all court and out-of-court expenses, plus attorney fees which would have to be reimbursed pursuant to German substantive and procedural law. The foreign customer shall accept these conditions upon placement of an order: they shall be deemed to have been agreed upon.

## 10. LEGAL VALIDITY

If some of the provisions of these General Terms and Conditions of Sale and Delivery should be invalid or void, the legal validity of the other provisions shall remain unaffected thereof.

## 11. PLACE OF PERFORMANCE / PLACE OF JURISDICTION

Place of performance shall be Kasendorf. Place of jurisdiction for all disputes arising from the contractual relationship, the purchase agreement's formation and its validity shall be Bayreuth if the purchaser is a merchant. This shall also apply to any action during proceedings on claims arising from a check, bill of exchange or deed.

December 14, 2018