

### **§ 1 – General area of application**

- (1) Our terms of sale apply exclusively. Terms and conditions of the customer that deviate from our terms of sale are not valid.
- (2) Deviations from these terms of sale, in particular the validity of the purchaser's purchasing regulations, require our express written approval.
- (3) Our terms of sale only apply to entrepreneurs within the meaning of Sections 14, 310 paragraph 1 BGB (German Civil Code). They also apply to all future transactions with the purchaser.

### **§ 2 – Formation of the contract**

- (1) Our offers are without obligation.
- (2) The order is a binding offer. We can choose to accept this order by sending an order confirmation within four weeks or by sending the ordered goods to the customer within this period.
- (3) Verbal collateral agreements are only binding for us if we confirm them in writing.
- (4) We reserve the right of ownership and copyright to quotations, drawings, and other documents.

### **§ 3 – Sales prices**

- (1) Unless otherwise stated in the order confirmation, our prices apply ex works, excluding packaging.
- (2) Value added tax is added to the prices at the respective statutory rate.

### **§ 4 – Payment**

- (1) Our invoices are due for payment within thirty days of the invoice date without deduction or with a 2% discount within 8 days of the invoice date. Delay does not require a reminder outside of the provisions of Section 286, Paragraph 1 of the German Civil Code (BGB). If the customer defaults on payment, we are entitled to demand interest on arrears at a rate of 9% above the base interest rate. If we can prove a higher damage caused by delay, we are entitled to assert this.
- (2) A right of retention is excluded unless the customer's counterclaim stems from the same contractual relationship and is undisputed or legally established. A written notification to the entrepreneur is required to assert the right. The assertion of the commercial right of retention within the meaning of Section 369 commercial code (HGB) is excluded.

### **§ 5 – Shipment/Transport**

- (1) The goods are shipped uninsured at the risk of the recipient. The risk passes to the buyer as soon as we have handed over the goods to the forwarding agent, carrier, or other person responsible for carrying out the shipment.
- (2) We will do our best to take the buyer's wishes and interests into account in terms of shipping method and dispatch route. Additional costs resulting from this, even if carriage paid delivery has been agreed, shall be borne by the buyer. We will not assume any disposal costs incurred for the packaging. A return of one-way packaging is excluded.

### **§ 6 – Confidentiality**

- (1) The contractual partners undertake to treat as business secrets all non-public commercial and technical details that become known to them through the business relationship.
- (2) Drawings, models, templates, samples, and similar items may not be given to unauthorized third parties or made accessible in any other way. The duplication of such items is only permitted within the framework of operational requirements and copyright provisions.
- (3) Subcontractors are to be obligated accordingly.

- (4) The contractual partners may only advertise their business relationship with prior written consent.

### **§ 7 – Fabrication tools**

- (1) If moulds or tools are required to process the order, we will request a down payment at short notice.
- (2) The production moulds and tools manufactured or procured by us remain our property in view of our construction work, which is not affected by any cost contributions of the customer.
- (3) A right to delivery exists under the other terms of sale only if the tool is ready for use. The tool is retained for a maximum of 10 years after the last order was placed. Servicing and maintenance costs are at our expense within the scope of the quantity supplied.
- (4) We assume no liability for the usability of moulds and tools provided by customers. In these cases, offers made and orders accepted are considered non-binding in every respect until the usability of the tool has been finally clarified. Repair and maintenance costs as well as the manufacturing risk for the tool are borne exclusively by the owner.

### **§ 8 – Delivery**

- (1) If it is a custom-made product, the ordered quantities can be up to 10% higher or lower.
- (2) The start of the delivery time specified by us presupposes that all technical questions have been clarified.
- (3) The delivery period is met when the goods are handed over to the forwarding agent, carrier, or other person responsible for carrying out the shipment.
- (4) The delivery period is extended appropriately in the event of measures in the context of labour disputes, in particular strikes and lockouts, as well as the occurrence of unforeseen obstacles that are beyond our control, insofar as such obstacles can be proven to have a significant influence on the completion of the delivery of the delivery item. We are also not responsible for the aforementioned circumstances if they occur during an already existing delay. The customer will be informed of the beginning and end of such hindrances as soon as possible.
- (5) If the customer is in default of acceptance or violates other obligations to cooperate, we are entitled to demand compensation for the damage we have incurred, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the purchased item is transferred to the customer at the point in time at which he is in default of acceptance.

### **§ 9 – Warranty**

- (1) For defects in the goods delivered by us, we provide a warranty, at our discretion, through repair or replacement.
- (2) If we seriously and finally refuse performance, we refuse to remedy the defect and subsequent performance because of disproportionate costs, the subsequent performance fails or it is unreasonable for the customer, the customer can choose to reduce the remuneration (reduction) or cancel the contract (withdrawal) and claim damages within the scope of the limitation of liability instead of performance. In the event of only a minor breach of contract, in particular in the case of only minor defects, the customer is not entitled to withdraw from the contract or to claim damages.
- (3) If the customer is responsible for the circumstance that entitles him to withdraw, alone or to a large extent, or if he is in default of acceptance, the customer is not entitled to withdraw from the contract.
- (4) If the customer is a merchant, he must examine the goods immediately after delivery and immediately report obvious defects in writing, otherwise the assertion of warranty claims is excluded. Punctual sending shall be sufficient for observance of the deadline. If the buyer fails to report the goods, the goods shall be deemed to have been approved unless the defect was not apparent during the

inspection. The customer bears the burden of proof for all prerequisites for a claim, in particular for the defect itself, for the time the defect was discovered and for the timeliness of the notice of defects.

(5) For entrepreneurs, the warranty is 1 year from delivery of the goods. This limitation period does not apply if the supplier can be accused of gross negligence. A liability of the supplier under the Product Liability Act also remains unaffected.

(6) As a matter of principle, only the product description of the supplier is agreed as the quality of the goods. Public statements, promotions or advertisements by the supplier do not constitute an agreement on the quality of the goods.

(7) If the customer receives defective installation instructions, we are only obliged to deliver installation instructions that are free of defects and only if the defect in the installation instructions prevents proper assembly.

(8) The customer does not receive any guarantees from us in the legal sense.

(9) Natural wear and tear is excluded from the warranty.

#### **§ 10 – Disclaimer and Limitation of Liability**

(1) We are fully liable in accordance with the statutory provisions for damage to life, limb and health that is based on a negligent or intentional breach of duty by us, our legal representatives, or our vicarious agents, as well as for damage that is covered by liability under the Product Liability Act or if and as far as we have given a guarantee.

(2) We are also liable for damage caused by simple negligence, insofar as the negligence relates to the breach of essential contractual obligations. Significant contractual obligations are those obligations that make fulfilment of the proper execution of the contract possible in the first place and on which observance the customer has relied and was entitled to rely. In this case, however, our liability is limited to the foreseeable damage that is typical for the contract.

(3) Any further liability is excluded regardless of the legal nature of the asserted claim; this also applies in particular to claims in tort or claims for reimbursement of futile expenses instead of performance.

(4) Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, contributors, representatives, and vicarious agents.

#### **§ 11 – Retention of title**

(1) We reserve the ownership of the item sold until all payments have been received. The customer is authorized to dispose of the purchased goods in the ordinary course of business.

(2) The retention of title also extends to products created by processing, mixing, or combining our goods at their full value, whereby we are considered the manufacturer. If third-party property rights remain in the case of processing, mixing or connection with third-party goods, we acquire co-ownership of the new item in proportion to the value of the purchased item to the other processed items at the time of processing.

(3) The customer assigns to us for security the claims against third parties resulting from the resale, in total or in the amount of our possible co-ownership share. He is authorized to collect these for our account until revoked or until his payments to us are suspended.

(4) The goods and the claims that take their place may not be pledged to third parties or assigned as security or relinquished before our claims have been paid in full.

(5) Exercising the retention of title does not mean withdrawing from the contract.

(6) The customer must inform us immediately about enforcement measures by third parties in relation to the goods subject to retention of title and hand over the documents required for an intervention; this also applies to impairments of any other kind. Irrespective of this, the customer must inform third parties in advance of the rights to the goods. If the customer is an entrepreneur, he must

bear our costs of an intervention if the third party is not able to reimburse them.

(7) The customer is obliged to treat the purchased item with care until the purchase price has been paid in full. In particular, our items must be stored in accordance with DIN 7716 (instructions for storing elastomers).

#### **§ 12 – Place of jurisdiction – Place of performance**

(1) Unless otherwise stated in the contract, the place of fulfilment and payment is our place of business. The legal regulations on the places of jurisdiction remain unaffected unless something else results from the special regulation of paragraph 3.

(2) This contract is governed by the law of the Federal Republic of Germany; the validity of the UN sales law (CISG) is excluded.

(3) The exclusive place of jurisdiction for contracts with merchants, legal entities under public law or special funds under public law is the court responsible for our place of business.