

I. General

1. All current and future deliveries of goods and services, including consultation and advice, are subject exclusively to the following Terms and Conditions of Sales.
2. Confirmations to the contrary from the purchaser with deviating conditions, in particular procurement terms and other standard business terms, are hereby expressly rejected. Such deviating terms and conditions shall also not apply even if we have not expressly contradicted them upon receipt. Our Terms and Conditions of Sales shall be deemed as recognised at the latest upon acceptance of the goods/services supplied by us.

II. Offer/conclusion of contract

1. Our offers are subject to change. Information such as dimensions, weights, images, assembly sketches in product catalogues and other printed materials are only approximate, although all efforts have been made to ensure accuracy.
2. All delivery contracts and other agreements shall only become valid following written confirmation from us. The order confirmation can also take the form of an invoice, delivery note or the actual delivery.
3. The written contract or our written confirmation are binding for the content of contracts concluded between us and the purchaser.

III. Prices

1. Unless expressly agreed otherwise, our prices are ex warehouse/ex factory. The agreed prices do not include the costs of delivery, travel expenses, expenses, discounts, other deductions and VAT.
2. Unless agreed otherwise, the purchase price is due and payable within 14 days from invoicing and delivery or acceptance of the goods.
3. The purchaser is not entitled to assign claims from this contract to third parties.

IV. Delivery time

1. Delivery dates and deadlines are always only approximate unless a deadline or specific date has been contractually agreed.
2. The following applies in the case of binding delivery times: If the purchaser still has to provide documents or approvals or meet other prerequisites in order to execute the transaction, or if he must make a prepayment, the delivery time shall be postponed by the time between the dispatch of our order confirmation and the provision of the documentation/prepayment.
3. If shipping has been agreed, the agreed delivery deadlines and delivery dates refer to the time of transfer to the forwarder, carrier or other company charged with transportation. Otherwise, the delivery deadlines or dates are met if we have notified the purchaser of readiness for dispatch in due time.
4. Part shipments to the purchaser are permitted to a reasonable extent. In such cases, each part shipment shall be deemed as an independent transaction.
5. Should we be unable to meet binding delivery deadlines for reasons for which we cannot be held responsible (non-availability of the work or service), we shall notify the purchaser thereof immediately and, at the same time, inform him of the new deadline for delivery. Within this definition of non-availability of work or service the following shall apply in particular (i) failure on the part of our supplier to deliver on time if we have entered into a congruent covering transaction where neither we nor our supplier is at fault or, in individual cases, not obliged to ensure procurement and (ii) circumstances which must be seen as force majeure, e.g., strikes, lock-outs, interruptions of operations for which we are not responsible, including at our suppliers' premises (e.g., tool breakage), delivery blockages, works closures, disallowance of the import or export licence or other acts of nature.

Furthermore, in the event of a default in delivery or should delivery be impossible for whatever reason, the purchaser shall only be entitled to claim damages of whatever nature in accordance with section IX of these Terms and Conditions of Sales.

V. Dispatch, transfer of risk

1. The delivery is effected ex warehouse regardless of the place of fulfilment. On request by and at the expense of the purchaser, the goods shall be sent to another destination (sale to destination). Unless otherwise agreed, we are entitled to determine the type of dispatch (in particular the transport company, transport route, packaging) ourselves.
2. The risk of accidental loss and/or deterioration of the goods shall pass to the purchaser upon delivery at the latest. In the case of sale to destination, however, the risk of accidental loss and/or deterioration of the goods and risk of delay shall pass to the purchaser with the delivery of the goods to the forwarder, carrier or other person or institute charged with dispatch. This shall still apply if the client is in delay of acceptance.

VI. Payment

1. If the purchaser is in default with payment, we are entitled to only execute outstanding deliveries from this or other transactions subject to advance payment or the provision of security. Should the purchaser fail to satisfy our demand for advance payment or the provision of security, we are entitled to withdraw from the contract and claim damages for non-performance.
2. Cheques and bills of exchange shall not be accepted.
3. The purchaser is not entitled to withhold due payment on the basis of counter-claims or to offset counter-claims against our claims unless such counter-claims are undisputed or legally final and binding.

VII. Reservation of title

1. Our deliveries shall remain our property, even if payments are made for designated claims, until payment of present and future claims from the legal relationship with the purchaser, regardless of the legal grounds. For open accounts reservation of title is deemed to be security for the amount outstanding.
2. The purchaser may only sell our property in the normal course of business at his standard business condition and provided that he is not in default or that this permission has not been revoked by us. The purchaser shall only be entitled and authorised to resell the goods subject to retention of title if the claim arising from the resale is assigned to us as per sections VII.3. and VII.4. The purchaser is not entitled to dispose of the title retention goods in any other way.
3. The purchaser's claims from resale of the goods subject to retention of title are assigned to us at this point as security for all the claims listed in section VII.1. regardless of whether these goods were resold with or subject to agreement or to one or several buyers.
4. If the goods subject to retention of title are resold with goods which do not belong to use at a single price, assignment shall only be to in relation to the share which belongs to us or in relation to the sales value of the goods subject to retention of title compared to the goods which do not belong to us.
5. The purchaser is entitled to collect claims from the resale in the usual manner until we withdraw this right, i.e., not in the so-called cheque-bill exchange procedure. We are not permitted to assert our right of withdrawal should the purchaser duly meet his obligations arising out of the business relationship, no request for the opening of insolvency proceedings against the purchaser's assets has been made and if his performance is not impaired in any other way. The purchaser is not allowed to possess claims to the benefit of third parties due to assignment or any other means. If an assigned claim is included into a current account, the purchaser hereby assigns the claim to us arising from the balance of his current account to the sum of the amount which corresponds to the claims which have been included in the balance; if interim balances are drawn and it is agreed that they will be carried forward, as per the above rule, the claim from the interim balance shall be treated as assigned to us for

the next balance. Should we revoke the right to collect, at our request the purchaser is obliged to provide us with the necessary information on assigned claims and, in particular, to state the buyers and to inform his buyers of this assignment.

6. If the realisable value of the securities provided for us exceeds the value of the claims by more than 10%, at the request of the purchaser we are obliged to release securities at our discretion.
7. The goods subject to retention of title must neither be pledged nor assigned by way of security to third parties prior to full payment of the secured claims. The purchaser must notify us immediately in writing if and to what extent third parties exercise rights over the goods in our possession. The purchaser must take all the necessary measures in order to prevent an impairment or loss of our rights vis-à-vis the delivered goods. At our request the purchaser is obliged to immediately provide us with all the information required to enable us to implement and pursue our reservations of title. The purchaser shall bear the costs for the rescission of the measures and for recovery of the goods delivered by us if the intervention against the measure was successful and a legal enforcement vis-à-vis the third party was attempted in vain.
8. Should the purchaser be in breach of the contract and, in particular, should he fail to pay amounts outstanding to us, we are entitled as per the statutory regulations to withdraw from the contract and to demand the return of the goods on the basis of reservation of title and rescission. If the purchaser does not pay the amounts due to us, we are only entitled to assert these rights if we have already granted the purchaser a reasonable period of time for payment and this proved unsuccessful or if, in line with the statutory provisions, the setting of a deadline is superfluous.

VIII. Notices of defects/warranty

1. The goods purchased from us must be checked carefully on receipt by the purchaser and should a defect be evident, we must be notified thereof immediately in writing. Should such notification not be given, the goods will be deemed as accepted in connection with defects which would have been detected if examined with due care. If a defect subsequently comes to light, a complaint must be submitted immediately following its discovery. Any complaints submitted later on shall be excluded.
2. In the event of a defect which can be put down to circumstances prior to the transfer of risk and where a complaint was submitted in good time, we are obliged and entitled, at our discretion and within a reasonable period of time, to make subsequent performance in the form of remedying the defect or delivering a new defect-free item.
3. We are entitled to make supplementary performance dependent on payment of the due purchase price by the purchaser. Nevertheless, the purchaser is entitled to retain a portion of the purchase price appropriate in relation to the defect.
4. The purchaser must grant us the time and opportunity required for supplementary performance and, in particular, to provide us with the faulty goods for assessment purposes. If the purchaser performs measures to remedy the defect or if he arranges for a third party to do so without giving us the opportunity to assess the defect and execute supplementary performance within a reasonable period of time, no claims exist for the reimbursement of costs for such measures.
5. In the event of replacement, the purchaser must return the defective item to us as per the statutory provisions. Supplementary performance includes neither the disassembly of the defective item nor the re-installation thereof if we were not initially obliged to handle installation.
6. Should supplementary performance fail or is unreasonable for the purchaser, the latter is entitled to withdraw from the contract or to demand a reduction in the price. However, in the event of an insignificant contractual violation, particularly for insignificant defects, the purchaser is not entitled to withdraw from the contract. We can refuse supplementary performance if it is associated with disproportionate costs.

IX. Liability to compensation

1. Unless stated otherwise in sections VIII, IX.3 and IX.4 claims on the part of the purchaser for defects as to quality and lack of title are excluded irrespective of their legal grounds. As such, we are not liable for damages not caused to the delivery item itself. We therefore cannot be held liable for lost

profits or other financial damages suffered by the purchaser.

2. Unless stated otherwise in sections IX.3 and IX.4 claims arising from a breach of obligation from the contractual obligation are excluded.
3. The above limitations of liability (sections IX.1 and IX.2) shall not apply if we are under legal obligation to accept liability, for example, (1) in accordance with product liability law, (2) due to the loss of life, bodily injury or damage to health based on a grossly negligent or wilful breach of duty on our part or by one of our legal representatives or vicarious agents (3) to the extent that the cause of the damage is based on intent or gross negligence on our part or on the part of one of our legal representatives or vicarious agents (4) if the purchaser asserts his rights due to a defect from a guarantee stipulating particular properties or the specific duration of such properties (5) if we negligently neglect a key contractual obligation the proper fulfilment of which constitutes a condition sine qua non and on the fulfilment of which the customer regularly relies (cardinal duty) or (6) if recourse claims in the consumer goods purchase delivery supply chain (§ 478 BGB (German Civil Code)) are affected.
4. Should we negligently breach a cardinal duty, our obligation to pay compensation is limited to foreseeable damages according to the type of contract provided there is no intent or gross negligence, or that liability is assumed on account of the loss of life, bodily injury or damage to health.

X. Statute of limitations

All claims asserted against us due to defects as to quality and lack of title shall expire by limitation 12 months after the commencement of the statutory warranty unless product liability law or other laws, in particular § 438 Para. 1 No. 2 of the BGB (building structures and components for structure), § 479 Para. 1 BGB (recourse claims in the consumer goods purchase delivery supply chain) or § 634a Para. 1 No. 2 BGB (construction defects), stipulate longer deadlines. The statutory provisions apply for the term of limitation for claims from liability for damages resulting from the loss of life, bodily injury or damage to the health based on a grossly negligent or wilful breach of duty on our part or by one of our legal representatives or vicarious agents and for other damages due to a grossly negligent or wilful breach of duty on our part or by one of our legal representatives or vicarious agents.

XI. Place of fulfilment

The place of fulfilment for all rights and obligations arising from transactions with us for both parties is our company's registered office or, in the case that the contract was concluded with one of our branches, the place of fulfilment of the latter.

XII. Place of jurisdiction and applicable law

The place of jurisdiction for all disputes arising from the business relationship with us is, for both parties, our company's registered office. However, we are also entitled to take legal action at the purchaser's registered office or, if the disputed transaction was concluded by one of our branches, at the competent court for our branch's registered office. The law of the Federal Republic of Germany shall be applicable; the UN Convention on Contracts for the International Sale of Goods of 11.4.1980 is excluded.

Dated: 1 March 2016