

General Terms and Conditions (GTC)

for non-commercial Transactions

§ 1 Offer and conclusion of contract

The order signed by the customer is a binding offer. We can accept this offer within two weeks by sending an order confirmation or by dispatching the ordered goods within this period.

§ 2 Documents provided

We reserve the property rights and copyrights to all documents provided to the customer in connection with the order placement, such as calculations, drawings, etc. These documents may not be made accessible to third parties unless we give the customer our express written consent. If we do not accept the customer's offer within the period specified in § 1, these documents must be returned to us immediately.

§ 3 Prices and Payment

- (1) Payment of the purchase price must be made exclusively to the account specified in the footer. The deduction of a cash discount is only permitted with a specific written agreement.
- (2) Unless otherwise agreed, the purchase price must be paid within 10 days of delivery. Interest on arrears shall be charged at a rate of 5% above the respective base interest rate per annum. We reserve the right to assert higher damages caused by default. In the event that we assert greater damages caused by default, the customer has the option of proving to us that the asserted damage caused by default has not been incurred at all or at least in a significantly lower amount.

§ 4 Offsetting and right of retention

The customer shall only be entitled to set-off if their counterclaims have been recognised by declaratory judgement or are undisputed. The customer is only authorised to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

§ 5 Delivery time

- (1) The commencement of the delivery period stated by us is subject to the timely and proper fulfillment of the customer's obligations. The defense of non-performance of the contract remains reserved.
- (2) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time at which the customer is in default of acceptance or in debtor's delay.
- (3) In the event of a delay in delivery not caused by us intentionally or through gross negligence, we shall be liable for each completed week of delay within the scope of a lump-sum compensation for delay in the amount of 3% of the delivery value, but not more than 15% of the delivery value.

- (4) Further statutory claims and rights of the customer due to a delay in delivery remain unaffected.

§ 8 Retention of title

- (1) We reserve title to the delivered goods until all claims arising from the delivery contract have been paid in full.
- (2) The customer is obliged to treat the purchased item with care as long as ownership has not yet been transferred to them. In particular, they shall be obliged to insure it adequately at their own expense against theft, fire and water damage at replacement value. As long as ownership has not yet been transferred, the customer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO (German Code of Civil Procedure), the customer shall be liable for the loss incurred by us.
- (3) The treatment and processing or transformation of the object of sale by the customer shall always be carried out in our name and on our behalf. In this case, the expectant right of the customer to the object of sale shall continue in the transformed object. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of processing. The same shall apply in the event of mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer shall transfer co-ownership to us on a pro rata basis and shall keep the resulting sole ownership or co-ownership for us. In order to secure our claims against the customer, the customer shall also assign to us such claims which accrue to them against a third party through the combination of the reserved goods with a property; we hereby accept this assignment.
- (4) We undertake to release the securities to which we are entitled at the request of the customer insofar as their value exceeds the claims to be secured by more than 20 %.

§ 9 Warranty and notice of defects

- (1) Obvious defects must be notified to us in writing by the customer within 2 weeks of delivery of the subject matter of the contract.
- (2) The customer shall initially have the choice of whether the subsequent performance is to take the form of rectification or replacement delivery. However, we are entitled to refuse the type of subsequent fulfilment chosen by the customer if it is only possible at disproportionate cost and the other type of subsequent fulfilment does not cause significant disadvantages for the customer. During subsequent fulfilment, the reduction of the purchase price or withdrawal from the contract by the customer are excluded. Subsequent fulfilment shall be deemed to have failed after the second unsuccessful attempt, unless the nature of the item or the defect or other circumstances indicate otherwise. If the subsequent fulfilment has failed or if we have refused the subsequent fulfilment

altogether, the customer may, at their discretion, demand a reduction of the purchase price (abatement) or declare their withdrawal from the contract.

- (3) The customer may only assert claims for damages under the following conditions due to the defect if subsequent fulfilment has failed or we have refused subsequent fulfilment. The right of the customer to assert further claims for damages under the following conditions remains unaffected.
- (4) Notwithstanding the above provisions and the following limitations of liability, we shall be liable without limitation for damages to life, body and health resulting from a negligent or intentional breach of duty by our legal representatives or our vicarious agents, as well as for damages covered by liability under the Product Liability Act, and for all damages resulting from intentional or grossly negligent breaches of contract and fraudulent intent on the part of our legal representatives or our vicarious agents. Insofar as we have given a guarantee of quality and/or durability with regard to the goods or parts thereof, we shall also be liable within the scope of this guarantee. However, we shall only be liable for damages which are based on the absence of the guaranteed quality or durability but which do not occur directly on the goods if the risk of such damage is clearly covered by the quality and durability guarantee.
- (5) We shall also be liable for damages caused by simple negligence, insofar as this negligence concerns the breach of such contractual obligations, the fulfilment of which is of particular importance for the achievement of the purpose of the contract (cardinal obligations). However, we shall only be liable insofar as the damages are typically associated with the contract and are foreseeable. Otherwise, we shall not be liable for simple negligent breaches of secondary obligations that are not essential to the contract. The limitations of liability contained in sentences 1 - 3 shall also apply insofar as the liability for legal representatives, executive employees and other vicarious agents is concerned.
- (6) Any further liability is excluded irrespective of the legal nature of the asserted claim. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.
- (7) The warranty period is 2 years, calculated from the transfer of risk or for the duration of the usual or specified minimum shelf life for a product. This period shall also apply to claims for compensation for consequential damage caused by a defect, provided that no claims in tort are asserted.

§ 10 Other

- (1) This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) Should individual provisions of this contract be or become invalid or contain a loophole, the remaining provisions shall remain unaffected.