



#### Section 1 Scope

- (1) Our conditions of sale apply exclusively; we do not accept any of the purchaser's conditions which conflict with or differ from our conditions of sale, unless we have agreed in writing that they apply. Our conditions of sale also apply if we perform the delivery to the purchaser without reservation whilst being aware of the purchaser's conditions which conflict with or differ from our conditions of sale.
- (2) All agreements apply exclusively, when they have been set out in writing between the purchaser and us.
- (3) Our conditions of sale also apply for all future transactions with the purchaser, even if we have not again expressly made reference to the applicability of our conditions of sale.

#### Section 2 Offers

- (1) Our offers are non-binding. Orders are only binding for us if we have confirmed them in writing or fulfilled the order directly by sending the goods. Supplementary agreements and promises only apply we have confirmed them in writing.
- (2) Offers are based on the sample parts and/or designs available at the time of bidding. Properties for the tools and/or items offered which are evident from these are binding for their realisation.
- (3) Changes in quality and design of the tools and/or items may require adjustment of the processes. Such adjustments are not taken into consideration in the scope of the offer and the delivery time specified.  
If, after issuing the order, the customer wants a change in quality and/or design, we will examine this request and notify the customer of the resulting additional expense. The purchaser then has the option to agree to the amended offer within a 1-week period. If the customer does not agree, the design will be created and invoiced according to the scope of the original offer.
- (4) If there are delays in delivery due to a modification request from the purchaser, all delivery dates are reasonably extended by the period necessary to examine and implement the modification request. Any delivery dates notified are pushed back accordingly.

#### Section 3 Price and payment terms, off-setting, and rights of retention

- (1) The prices apply ex works, including loading at the plant. The costs for packaging and freight, and the statutory VAT as applicable, are added to the prices.
- (2) In the absence of special agreement, payment is to be made immediately on receipt of the invoice in cash, without any deduction, ex paying agent of the supplier.
- (3) Once the invoice is due, interest in default of 9% above the European Central Bank's base rate will be charged. The date of payment is the date we receive the money or the date our account is credited. We reserve the right to claim further loss.
- (4) Payments may only be made in the agreed currency. Cheques are only accepted on account of payment and only count as payment once cashed. Payments via bill of exchange are excluded.
- (5) If the purchaser does not comply with the agreed payment terms, particularly if it falls into default of payment either partially or wholly, all outstanding payments owed to us, even those from other contracts, become due for payment immediately. The same applies if the purchaser stops its payments, if an application is made to open the judicial settlement or bankruptcy procedure over its assets or such a procedure is initiated, and if other circumstances become known which reduce its creditworthiness.
- (6) Where the purchaser is in default of payment, we can, notwithstanding our other statutory rights, refuse to make further deliveries under this or another contract, or make them dependent on advance payment or provision of security.
- (7) By paying the amounts invoiced, the purchaser irrevocably accepts that we, as the supplier, have performed all agreed contractual services properly, in full, fully in accordance with the Agreement, without error, and to its full satisfaction.
- (8) All of the purchaser's payments are calculated without regard to the purchaser's dispositions initially for costs and interest and only then on the basis of the oldest principal claim.
- (9) It is only permissible for the purchaser to off-set or exercise a right to refuse performance where there are undisputed and legally-established counterclaims. Both off-setting and the exercise of the right to refuse performance are permissible exclusively within the limits of the specific, individual transaction, and are not globally permissible.

#### Section 4 Delivery time

- (1) The delivery period begins when the order confirmation is sent, but not before the purchaser has produced the documents, permissions, and approvals to be supplied, and before receipt of the agreed deposit.
- (2) Delivery times, delivery time information, as well as the period for which the services ordered are provided, insofar as we have specified it, are often only approximate. This only fails to apply in the express case that a delivery time was expressly identified in writing as a **fixed deadline**.
- (3) The delivery period has been complied with if the delivery item has left the plant by the time the period expires, or a notification that it is ready for dispatch has been given.
- (4) The delivery period extends as is reasonable in cases of force majeure, industrial disputes, or other events and circumstances outside of our area of influence. If these events last for a longer period (more than 4 months), we are entitled to rescind the Agreement. Any assertion of compensation claims by the purchaser due to such a rescission is excluded.
- (5) If the purchaser incurs losses caused by the delay, these can only be claimed with regard to the limitation of liability under Section 10 of these General Conditions of Sale.
- (6) If the shipment is delayed at the purchaser's request, it is charged for the costs incurred due to storage for storage in the supplier's plant, but at minimum 0.5% of the invoice amount for each month, beginning a month after a notification that the goods are ready for dispatch has been sent.  
However, the supplier is entitled to otherwise dispose of the delivery item after setting a reasonable grace period, which elapses without success, and supply the purchaser with a reasonably extended period.
- (7) If the purchaser is in default of acceptance or breaches other duties to co-operate, we are entitled to demand the losses we incur, including any additional expenditure. In this case, the risk of accidental loss or accidental deterioration of the purchased item also transfers to the purchaser on the date it falls into default of acceptance.

#### Section 5 Scope of delivery

- (1) Initial samples may only be delivered by express agreement and against appropriate payment. The first parts of the series run are to be assessed by the purchaser immediately. Complaints are to be submitted immediately and in writing.
- (2) Modifications which are based on design changes requested by the purchaser and no longer match the designs, samples, or other models submitted are only made in exchange for special payment and on the basis of a written contract (see above, Prices and payment terms, as well as Section 4 Delivery time).

#### Section 6 Transfer of risk and acceptance

- (1) The risk transfers to the purchaser at the latest with dispatch of the supplied parts, even if partial deliveries are made or the supplier has undertaken to carry out other services, e.g. the shipping costs or delivery and installation. The supplier shall, at the purchaser's request, insure the shipment against theft, breakage, transport, fire, and water damage, as well as other insurable risks, at the purchaser's expense.
- (2) If the shipment is delayed for reasons within the purchaser's responsibility, the risk passes to the purchaser from the day the shipment is ready for dispatch, but the supplier is obligated to obtain, at the purchaser's request and expense, the insurance policies it requests.
- (3) The purchaser is to accept the items delivered, even if they have negligible defects.
- (4) Partial delivery is permitted.

#### Section 7 Retention of title

- (1) The supplier retains ownership of the delivery item up until it has received all payments from the business relationship.
- (2) The supplier is entitled to insure the delivery item against theft, breakage, fire, water, and other damage at the purchaser's cost, if the purchaser has not itself verifiably concluded the insurance policies.
- (3) The purchaser may neither pledge the delivery item nor assign it as security. In the event of seizures and confiscation, or other dispositions by a third party, the supplier shall notify us immediately.
- (4) If the purchaser behaves in a manner contrary to the Agreement, particularly if in default of payment, the supplier is entitled to restitution following a warning, and the purchaser is obligated to surrender.
- (5) Asserting the right to retain ownership and the pledging of the delivery item by the supplier is not considered to be rescission of the Agreement.
- (6) We retain ownership and copyrights to all documents, such as calculations, designs, etc., provided to the purchaser in connection with placing of the order. Third parties may not be allowed access to these documents unless we give the purchaser our express written consent for this.

#### Section 8 Development contracts

Where special development is required to implement orders, regardless of the extent, and even where the purchaser contributed to the costs of development, all copyright, industrial design, and other legal and contractual inventor rights remain exclusively with us, unless a conflicting or supplementary agreement to the contrary has been expressly agreed in writing.

#### Section 9 Warranty

We provide warranties for material defects in the delivery, to the exclusion of further claims - subject to Section 10 - as follows:

- (1) All compensation claims, regardless of the legal reason, become time-barred after 12 months from transfer of risk.
- (2) We warrant that the goods are free from defects at the time risk passes to the purchaser, and that they have the guaranteed properties. Documents given to the purchaser which have not expressly been made part of the content of the Agreement in writing do not substantiate the content of the Agreement.
- (3) If the purchaser's order is subject to product and/or material designations we have introduced, and reference has been made to them, our existing material specifications are binding for these products and materials. If the purchaser approves products different from the agreements made on acceptance of the order, we owe the products with that quality.
- (4) The purchaser is solely responsible for decisions on use and on the suitability of the products we have delivered for particular applications and constructions into which the products are incorporated. The provisions of the country into which the purchaser's product should or can be exported are also important for the decision to use and the judgement on suitability. An intended use specified by the purchaser for the products we are to deliver only forms part of the content of the Agreement if particular written agreements have been made regarding this. Exclusive responsibility for construction and use also remains with the purchaser where the purchaser includes us in the development of the products created by the purchaser, and we thereby contribute with advice and recommendations.
- (5) Where there is a defect, we are entitled, at our choice, to decide whether rectification is made by repairing the product or by delivering a new product.
- (6) The purchaser is obligated to examine the ordered goods immediately on receipt, in accordance with the provisions of Section 377 et seq. of the German Commercial Code [HGB], and to make a complaint about any defects discovered immediately. In addition, the provisions of the Commercial Code apply according to Section 377 et seq. of the Commercial Code.
- (7) In the event that there is a defect, the purchaser is to set us a reasonable period in writing for rectification, which may not be shorter than the original delivery period. The purchaser only has the right to make further claims, particularly for compensation, once the period set has elapsed, and after setting a reasonable grace period.
- (8) The purchaser is only entitled to substitute performance or to arrange substitute performance after expiry of the periods set for rectification. The purchaser bears the burden of proof here to show that the substitute performance it has carried out has been performed properly, appropriately, and professionally. We are not liable for the consequences of inappropriate substitute performance. Liability is also excluded if the purchaser, either itself or via third parties, makes changes, additions, or extensions to the delivery item without our express prior written permission.

#### Section 10 Liability

- (1) If the purchaser cannot use the delivery item in accordance with the Agreement due to our fault as a result of non or incorrect performance, due to suggestions and advice before or after conclusion of the Agreement, or from the breach of other ancillary contractual obligations - particularly instructions for operating and maintenance of the delivery item - the provisions of Sections 9 and 10(2) apply accordingly, to the exclusion of further claims from the purchaser.
- (2) We are only liable - whatever the legal basis - for damage not to the delivery item itself
  - with intent,
  - with gross negligence on the part of the holder/the institutions or senior executives,
  - for culpably injury to life, limb, health,
  - for defects which we have fraudulently concealed or the absence of which we guaranteed,
  - for defects in the delivery item if there is liability under the Product Liability Act [ProdHaftG] for personal injury or property damage to items in private use.
- (3) If we, or the institutions or senior executives acting for us, can only be accused of simple negligence, our liability is limited to the damages typically foreseeable for the Agreement. Unless there are mandatory legal provisions to the contrary, any further of the purchaser's claims - regardless of the legal basis - are excluded. We are therefore not liable for losses not suffered by items we have worked on or created, particularly not for lost profits or other financial losses of the purchaser or its customers.

#### Section 11 General provisions

- (1) The German version of the General Conditions of Sale applies exclusively for disputes. Where required, translations given to customers, purchasers, and/or third parties, regardless of which language, only serve as explanations and to support the customer.
- (2) Should a provision of these conditions and the further contracts made be or become invalid, this shall not affect the validity of the Agreement in general.

#### Section 12 Applicable law and place of jurisdiction

The relevant law of the Federal Republic of Germany exclusively applies to all legal relationships between the purchaser and us. This also applies for international transactions. Application of the UN Sales Convention is excluded. Our registered office is the place of performance. Lüdenscheid is the place of jurisdiction. Any deviations from this must be agreed in writing.

#### Section 13 Interpretation of different language versions

All provisions of the General Conditions of Sale are interpreted exclusively on the basis of the German version.