

## GTC / Terms of Delivery and Payment

### 1. General Terms and Conditions of Sale

- 1.1. Our offers are subject to change and non-binding. An order for goods by the Buyer shall be considered a binding offer of a contract, which may be accepted by the Seller in an order confirmation or through delivery of the goods.
- 1.2. Any general or special terms and conditions of sale, purchase or delivery of the contractual partner shall only be binding for us if we have expressly agreed to their validity.
- 1.3. We shall not be obliged to accept follow-up orders and shall not be not bound by prices agreed in a previous order. This shall apply in particular in the case of repeat orders which are intended as compensation for permissible short deliveries.

### 2. Payment

- 2.1. Unless otherwise agreed, the invoice amount shall be due net without deduction within 30 days of the invoice date. After expiry of this payment deadline, statutory interest on arrears shall also be payable without reminder. The date on which the amount is credited to one of our business accounts shall be decisive (value date). The assertion of further default damages shall remain unaffected by this.
- 2.2. In derogation of No. 2.1, costs of moulds and tools shall be due in advance and payable without any deduction.
- 2.3. The Buyer shall only be entitled to offset claims against the purchasing price or retain it - in particular in the case of notices of defects - if and to the extent that such counterclaims of the Buyer are acknowledged by the Seller or have been established as legal and binding.
- 2.4. If more than 4 months elapse between conclusion of contract and delivery and the Seller is not responsible for any delay in delivery, the Seller may increase the price by a reasonable amount, taking into account any increases in material, wage and other incidental costs to be borne by the Seller. If the purchasing price increases by more than 40%, the Buyer shall be entitled to withdraw from the contract.
- 2.5. In the event of default of acceptance on the part of the Buyer, we shall only be liable for loss or deterioration of the material in the event of wilful intent or gross negligence. Section 300 of the German Civil Code (BGB) shall apply.
- 2.6. If, after conclusion of the contract, we become aware of circumstances which reduce the creditworthiness of the Buyer (e.g. protests of a cheque or a bill of exchange or enforcement measures), we shall be entitled without further warning to demand immediate payment or, as a precautionary measure, the surrender of the delivered goods. We may at our discretion demand payment in advance for the goods still to be delivered or withdraw from the contract. This shall also apply in the case of payment default.

### 3. Delivery Times

- 3.1. Delivery dates quoted shall only be binding if they are expressly designated as binding. The delivery period shall be extended appropriately if the Buyer delays or omits to cooperate as required or agreed. Changes to the delivered goods arranged by the Buyer shall also result in an appropriate extension of the delivery period.
- 3.2. If the Seller does not observe binding delivery periods for reasons for which he is not responsible, he shall inform the Buyer and at the same time inform him of the expected new delivery period. If the goods or services are not available within the new delivery period, the Seller shall be entitled to withdraw from the contract in whole or in part. Any payments already made by the Buyer shall be refunded immediately. Goods or services shall be deemed not available in particular if suppliers fail to

deliver to the Seller punctually, provided neither the Seller nor the supplier is at fault or the Seller is not obliged to procure in individual cases.

- 3.3. The Buyer may demand that the Seller declares within a reasonable period of time whether the Seller intends to withdraw from the contract or to deliver within a reasonable period of time.
- 3.4. If delivery periods are not met, the Buyer shall grant the Seller a period of grace of at least 2 weeks. A contractual penalty for late deliveries shall be subject to a written agreement.

#### **4. Transfer of Risk, Packaging Costs**

- 4.1. Deliveries shall be effected ex Seller's warehouse, which shall also be the place of performance. Unless otherwise agreed, the Seller shall be entitled to determine the type of shipment, in particular transport company, shipping route and packaging.
- 4.2. No obligation exists to send the goods to an address other than the one stated in the original order (order address). If the goods are dispatched to an address other than the order address at the request of the Customer, the Customer shall bear the additional costs incurred.
- 4.3. Transport packaging and all other packaging in accordance with the Packaging Ordinance shall not be taken back, with the exception of pallets. The Customer shall be obliged to dispose of the packaging at his own expense.
- 4.4. At the request of the Customer, we shall take out a transport insurance policy covering the consignment at the Customer's expense.

#### **5. Quality and Warranty**

- 5.1. The Buyer shall only be entitled to assert claims for defects if he has fulfilled his statutory obligations to inspect and give notice of defects. The Buyer must notify the Seller immediately in writing of any defect that becomes apparent during the inspection or later. If the Buyer fails to perform a proper inspection and / or to submit a proper notice of defects, the Seller shall not be liable for the defect not reported.
- 5.2. We shall be entitled, at our discretion, either to repair defective goods or to replace them with non-defective goods.
- 5.3. Samples and specimens shall be regarded as non-binding samples. Any values and analysis data provided are only approximate and shall be considered as an indication of the average condition of the goods. A rejection rate of up to 2% is customary in the industry and does not entitle the Customer to assert any claims against us.

#### **6. Other Limitations of Liability**

- 6.1. The Seller's liability for damages shall be limited to wilful intent and gross negligence. In the event of simple negligence, the Seller shall only be liable for damages resulting from injury to life, limb or health and for damages resulting from the breach of a cardinal contractual obligation. An obligation shall be deemed cardinal if its fulfilment is essential for the proper implementation of the contract in the first place and on whose fulfilment the Customer regularly relies and is entitled to rely. In this case the liability shall be limited to compensation for the foreseeable damage that might typically occur.
- 6.2. The limitations of liability resulting from paragraph 1 shall not apply if the Seller has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods. This shall also apply to claims of the Buyer under the product liability law.
- 6.3. The Buyer shall only be entitled to withdraw from or terminate the contract on account of a breach of duty which does not consist in a defect, if the Seller is responsible for this.

#### **7. Retention of Title**

- 7.1. We reserve title to the object of sale until full payment of all present and future claims arising from the contract of sale and the current business relationship. In the event of breach of contract by the Customer, in particular payment default, we shall be entitled to demand the return of the object of sale.

The demand for the return of the object of sale shall not constitute withdrawal from the contract unless we have expressly declared this in writing.

- 7.2. The Customer shall be obliged to inform us immediately in writing in the event of attachment or other interventions by third parties, so that we can file a suit in accordance with Section 771 of the German Code of Civil Procedure (ZPO).
- 7.3. The Customer shall be entitled to resell the object of sale in the ordinary course of business; however, he henceforth assigns to us all claims against his customers or third parties arising from the resale in the amount of our claim, irrespective of whether the object of sale has been resold without or after processing. The Customer shall remain authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected by this. However, we undertake not to collect the claim as long as the Customer meets his payment obligations and in particular as long as no application for the opening of insolvency proceedings or similar has been filed. If this is the case, however, we may demand that the Customer informs us of the assigned claims and their debtors, provides all information required for collection, hands over the relevant documents and notifies the debtor (third party) of the assignment
- 7.4. The processing or transformation of the object of sale by the Customer shall always be carried out on our behalf. If the object of sale is processed with other objects not belonging to us, we shall acquire joint title to the new object in proportion to the value of the object of sale and the other processed objects at the time of processing. The object resulting from processing shall be subject to the same provisions and conditions as the object of sale supplied with retention of title
- 7.5. If the value of the existing collateral exceeds the claim due to us by more than 20 %, we shall be obliged, at the Customer's request, to release the collateral in the corresponding amount.

## 8. Moulds and Tools

- 8.1. Moulds, tools, slides and sieves (hereinafter referred to as Moulds) shall remain our property even if the Customer pays the costs proportionately or in full. We shall not be obliged to hand over these Moulds to the Customer. Should we, however, hand over the Moulds to the Customer, the latter shall be obliged to pay a sum for such handover which is to be agreed. Samples or drawings submitted shall only be returned on request. If an order is not placed, we shall be entitled to destroy samples and drawings 3 months after submission of the offer.
- 8.2. In the event that the Customer does not pay for the goods delivered or does not pay for them punctually, we shall be entitled to continue to use the Moulds used for this order until full settlement of the claim.
- 8.3. We undertake to use Customer tools only for the Customer concerned and to store them for a maximum of 2 years after the last order, at the expense of the Customer and to insure them against damage or loss.

## 9. Industrial property rights

- 9.1. Insofar as we are obliged to deliver objects according to drawings, models or samples provided by the Customer, the Customer shall undertake a guarantee that no industrial property rights of third parties are infringed by the manufacture and delivery of the objects.
- 9.2. If a third party, referring to industrial property rights belonging to him, prohibits us from producing or supplying objects which are manufactured according to drawings, models or samples of the Customer, we shall be entitled to interrupt production and delivery, without any obligation to check the legal situation, and to demand reimbursement of the costs incurred to the exclusion of all claims for damages by the Customer. The Customer shall indemnify us against claims for damages by third parties. At our instigation, the Customer shall be obliged to pay an appropriate advance for all direct and indirect damage arising from the infringement and assertion of any industrial property rights.

## 10. Place of jurisdiction, applicable law

The place of jurisdiction shall be the competent court for D-30419 Hanover, provided that the Customer is also a merchant; we shall also be entitled to sue the Customer at other admissible places of jurisdiction. The law of the Federal Republic of Germany shall apply to all claims and rights arising

from this contract. The validity of international uniform laws, in particular the UN Convention on Contracts for the International Sale of Goods (CISG), shall be excluded.

## 11. Miscellaneous

Insofar as these Terms and Conditions of Business conflict with the individual provisions of an order, the individual provisions of the order shall prevail over the Terms and Conditions of Business.

As at August 2018