

General Terms and Conditions of Sale, Delivery, and Payment

The following terms and conditions form part of the contract. Any conflicting terms and conditions of the purchaser shall only be legally valid if expressly accepted by us in writing.

Any terms and conditions of purchase of the purchaser are hereby rejected. They shall not be binding on us even if they are not expressly rejected again upon conclusion of the contract. Our terms and conditions shall be deemed accepted at the latest upon acceptance of our goods.

In the event of non-compliance with the terms and conditions, in particular in the event of default of payment by the buyer, we shall be entitled to suspend the execution of existing orders in whole or in part until the terms and conditions have been fulfilled or to withdraw from orders that have not yet been fulfilled.

2. Price

Our prices are net ex works excluding packaging, plus value added tax. Unless otherwise agreed, the prices valid on the day of shipment shall be charged.

3. Terms of payment

Our invoices are payable free of postage and charges within 10 days of the invoice date with a 2% discount or 30 days net.

Offsetting and withholding due to any counterclaims of the buyer are excluded.

We accept bills of exchange and checks only on account of payment. We reserve the right to accept payment by acceptance or customer bill of exchange. Otherwise, the general banking conditions apply. The discount rates of our banks are calculated until the due date of the installments. Bill of exchange stamp fees are borne by the purchaser. No cash account is maintained for bill of exchange payments.

If the due date of our invoices is exceeded, we shall charge default interest at the rate customary at our banks plus commission and costs for credit utilization in the current account.

Failure to comply with the terms of payment, default, or circumstances that are likely to reduce creditworthiness shall result in all our claims becoming due immediately. They entitle us to make outstanding deliveries only against advance payment, to withdraw from the contract after a reasonable grace period or to claim damages for non-performance, and to prohibit the buyer from reselling or processing the goods delivered under retention of title and to take back the individual items. The taking back of goods shall only constitute a withdrawal from the contract if this is expressly stated in writing. The costs incurred by us as a result of the taking back of goods shall in any case be borne by the buyer.

4. Retention of title

Our deliveries are made exclusively under retention of title. Ownership shall only pass to the buyer once they have settled all their liabilities arising from our deliveries of goods.

In the case of current accounts, the reserved property shall serve as security for our balance claim. If the goods delivered by us are processed with other items, the buyer hereby assigns to us his ownership or co-ownership rights to the new item and shall store it for us with commercial care. The buyer may only sell the delivered goods in the ordinary course of business and only if his customer has not excluded the assignment of the claim from the resale or has given his consent to the assignment. The buyer is not permitted to transfer ownership by way of security or to pledge the goods subject to retention of title. The buyer must notify us immediately of any impending or completed seizure or any other impairment of our rights by third parties, in particular the existence of global assignments.

If our reserved goods are sold together with goods that do not belong to us and/or in connection with services other than the installation of the reserved goods, the assignment of the claim shall be limited to the invoice value charged by us to the buyer for the reserved goods. The customer is authorized to collect the claim assigned to us by way of this advance assignment, but only as long as he fulfills his payment obligations to us in accordance with the contract.

We are entitled, at our discretion, to notify third-party debtors of the assignment. The buyer is obliged to provide us with the necessary information and documents to enable us to assert our rights. If the value of our securities exceeds our claims by more than 20%, we shall release the excess securities at our discretion upon request by the buyer.

5. Dimensions and other technical values

Illustrations, dimensions and technical data in our lists, catalogues and offers as well as order confirmations are only approximate. No guarantee is given for compliance.

6. Packaging

Our goods are packaged at our discretion in the customary manner at the buyer's expense. Packaging is charged at cost and cannot be returned. We cannot be held liable for defects in packaging if this was carried out in the manner customary for us.

7. Delivery

Our goods are shipped at the buyer's expense. Unless otherwise agreed, the shipping route, mode of transport and means of transport are at our discretion, excluding our liability. The buyer bears the transport risk in all cases.

8. Delivery time and delivery obstacles

The delivery times stated are always to be regarded as approximate. In the event of unforeseen obstacles beyond our control, which we could not avert despite exercising reasonable care under the circumstances, regardless of whether they

occur at our premises or at a subcontractor's premises, we shall be entitled to withdraw from the delivery contract in whole or in part or to extend the delivery time by the duration of the obstacle. We shall have the same rights in the event of strikes or lockouts at our premises or those of our suppliers. We shall notify our customers of such circumstances without delay.

9. Notice of defects and warranty

Notices of defects must be raised immediately and shall be excluded if they are not received by us within two weeks of receipt of the delivery. This applies in particular to defects relating to the external condition and completeness of the delivery. These can no longer be asserted after the specified period has expired. Other defects can still be asserted after the expiry of the period if they could not be discovered within this period even after careful inspection. They must be reported immediately, at the latest one week after discovery of the defect, with immediate cessation of installation in machines or other equipment.

After 6 months from the date of dispatch of the goods from the factory or warehouse, claims for defects can no longer be asserted. We must be given the opportunity to examine or determine the reported defect. Without our express consent, nothing may be changed on the defective item, otherwise the warranty claim will be lost. Items that are demonstrably unusable as a result of unmistakable material and manufacturing defects can, at our discretion, either be repaired free of charge or replaced free of charge by other items upon return carriage paid. Warranty claims expire one month after we have rejected the complaint. We only guarantee the proper functioning of our devices if they are used for their intended purpose in compliance with the specified values and are installed properly and correctly.

Any right to rescission or reduction, as well as to compensation of any kind, in particular for lost profits or reimbursement of costs incurred by the buyer directly or indirectly through the acceptance, use or installation of the defective devices, is excluded. We are not liable for any damage caused by the installation of our devices in machines or other devices.

10. Partial invalidity

Should individual provisions of these terms and conditions of sale be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by a legally permissible provision or practice that corresponds to or comes closest to the intended economic purpose.

11. Place of performance and jurisdiction

The place of payment and performance for both parties is 32457 Porta Westfalica. For any legal disputes arising from the contract, 32423 Minden is agreed as the exclusive place of jurisdiction for registered traders.