

# Terms and Conditions (GTC)

(As of January 6th, 2009)

## 1. General

Our offers are subject to change with regard to price, quantity, delivery times and delivery options. Sales, delivery, packaging and services are carried out exclusively under the following conditions. Conditions of the purchaser do not oblige us, even if we do not expressly reject them or the conditions of the purchaser stipulate that deviating conditions of the supplier should not apply or only after written approval. Our conditions are deemed to be accepted and conflicting conditions are to be dropped unless we receive a written objection within three days that clearly states the type and scope of the unrecognizable condition. Delivery contracts, changes, additions and side agreements to the agreements made with our customers will only become binding for us after written confirmation. The purchaser cannot derive any claims against us from obvious errors, any deviations in the catalog and illustrations, typing and calculation errors.

## 2. Prices

Unless otherwise expressly agreed, all prices are net ex warehouse Neuss including standard packaging, excluding freight, insurance, customs and other additional charges, in the agreed currency, plus a value added tax, sales tax or exchange rate valid on the day of delivery.

## 3. Delivery

Deliveries are always made at the expense and risk of the customer. In addition, the Incoterms of the International Chamber of Commerce apply in their respective version. Delivery times are always non-binding and approximate, unless fixed delivery dates are expressly agreed in writing. Partial deliveries are permitted. Reorders are considered a new order. Delays in delivery and performance due to force majeure and events for which we are not responsible, also insofar as they occur with our upstream suppliers, extend the delivery by the duration of the hindrance, or entitle us and the buyer if the hindrance lasts longer than three months to withdraw from the contract after setting a reasonable grace period for the part not yet fulfilled. If the ordered goods are not accepted in good time for reasons for which the customer is responsible, we have the right, at our option, to either issue a backorder invoice or withdraw from the contract or to obtain compensation after setting a grace period of 10 days.

## 4. Payment

Unless otherwise expressly agreed, the invoice is issued on the day of dispatch. The respective invoice amount is due immediately without deductions and expenses. For new customers or a negative credit check, we can request payment in advance, payment on delivery or cash on delivery. Deliveries abroad are only made against prepayment. If payment is not made on the due date, the buyer is in default without the need for any further special notification. In the event of default, we are entitled, without prejudice to any further claims, interest and commissions in accor-

dance with § 288 BGB in the amount of eight percentage points above the base rate p.a. to calculate. The assertion of a higher damage caused by delay is not excluded. If the buyer is in arrears with services from the business relationship or we become aware of circumstances that can reduce the creditworthiness of the buyer (e.g. judicial or administrative judicial executions, bankruptcy or settlement application, negative information from recognized credit protection organizations, etc.), we can process any further delivery of Make prepayment dependent, as well as immediately deferred claims and / or incoming bills, regardless of the term. The set-off or exercise of rights of retention is only permitted with undisputed or legally binding claims. If we accept bills of exchange due to special agreements, the expenses will be borne by the customer in any case. In addition, checks and bills of exchange are only accepted on account of performance and the purchase price claim therefore continues until the check and bill of exchange are cashed.

## 5. Retention of title

The buyer acquires ownership of the delivered goods only with full payment of the purchase price (retention of title). Until then, he may only sell the goods as part of a normal and orderly business operation and, in this case, assigns his customer claims against his own customer in the amount of the open purchase price with priority when placing the order with us; We accept the assignment. The buyer is always revocable to collect the assigned claims. As long as ownership has not yet passed to the buyer, the buyer is obliged to treat the purchased item with care. In particular, the buyer must insure the goods subject to retention of title against fire, water and theft at replacement value and in the event of an insured event he assigns all of his claims against the insurer and / or the injured party to us, and we hereby accept the assignment.

## 6. Warranty

Customary and technically unavoidable deviations do not establish any claims against us. Otherwise, defects are to be spoken to us in writing immediately, at the latest within 10 working days after receipt of the goods by the buyer, stating the exact defect, otherwise notices of defects are excluded. Hidden defects are to be reported immediately after their discovery. In any case, warranty claims become statute-barred 12 months after receipt of the goods by the customer, unless another written agreement has been made. In the event of justified and timely complaints, the purchaser's warranty claims are, at our option, limited to the right to rectification or replacement. The goods are always free, cleaned and returned to us with a clear description of the error. In the event of an unjustified or insufficiently described complaint, we reserve the right to charge a processing fee. For consequential defects, especially in the area of product liability, we are not liable, unless otherwise stipulated by statutory regulations, not for lost profit or other financial loss of the customer, within the framework of guaranteed properties only if we have made such assurances expressly in writing in a legally binding manner were. In the event of processing or other significant changes to the

goods delivered by us that are made without our prior express consent, any complaint on the part of the customer is excluded. Any kind of consequential damage caused by the use and interaction of the delivered products with third party systems and / or services are borne by the customer alone and lack any right to warranty claims against the supplier.

## 7. Repairs

The goods sent in for repair are always free, cleaned and returned to us with a clear error description. All repairs must be cleaned, sent to us with a clear description of the errors and carriage paid. We reserve the right to charge a processing fee for unauthorized or insufficiently described repairs.

## 8. Returns of goods

Returns of goods are generally only accepted after prior agreement with us. You are free to send it to us.

## 9. Liability

Unless otherwise required by law, we are only liable, regardless of the legal reason, for willful or grossly negligent acts or omissions. This also applies to our employees, workers, representatives, vicarious agents and vicarious agents as well as other agents. We do not assume any liability for materials, order components, property assurances, shipping information, processing instructions and the like provided by the customer, unless expressly agreed otherwise in writing. We are not obliged to check them in accordance with the Product Liability Act and / or the German Civil Code for compliance with the legal standards. In this case, the purchaser is fully liable and releases us from all third party claims at the time of the claim.

## 10. Place of performance and jurisdiction

The place of performance for all deliveries and services is Neuss. If the customer is a registered trader or a legal person under public law or a special fund under public law, the exclusive place of jurisdiction is the jurisdiction of the court at our Neuss headquarters as agreed exclusively. However, we are entitled to sue the customer at another locally competent court of our choice.

## 11. Final determination

Within the scope and within the limits of data protection regulations, we are entitled to process and store the customer's personal data. The invalidity or ineffectiveness of one or more of the above conditions does not affect the validity of the other conditions. Rather, the invalid or ineffective condition is to be supplemented by mutual consent in a way that comes as close as possible to the economic purpose pursued with it in a legally permissible manner. The law of the Federal Republic of Germany applies to the legal relationship between us and the customer.