

General terms and conditions of business

1. General provisions / application area

- 1.1 Our following general terms and conditions of business (terms and conditions of sale, delivery and payment) shall apply in relation to companies as defined in § 14 of the German Civil Code (BGB).
- 1.2 Our general terms and conditions of business shall apply exclusively. We do not recognize terms and conditions issued by the supplier that conflict with or differ from our terms and conditions of business, unless we have expressly agreed in writing to application of them. Our terms and conditions of business shall also apply if we effect delivery to the customer without reservation having been notified of terms and conditions. Changes to these terms and conditions shall only be valid if we confirm them in writing. Orders shall only represent a commitment on our part if they are placed in writing. Agreements made orally shall always require written confirmation from us for them to be effective.
- 1.3 The contract shall be based on all the following documents. They shall apply in the following order. In the event of discrepancies, the preceding document has priority over the subsequent document. The following shall apply in this order:
 - (a) The general contract / frame order subject to our confirmation for each individual order,
 - (b) The general contract / frame order subject to our confirmation in the case of a single order,
 - (c) The order confirmation,
 - (d) The underlying quotation and, if such a quotation has not been submitted, our current price list,
 - (e) These general terms and conditions of business.
- 1.4 Unless they are expressly described as binding at the request of the customer, the documents that belong to the quotation, such as prospectuses, drawings, illustrations, weight and other data, shall only be approximately authoritative and shall not form part of the contract. The right to make changes on the basis of advances in technical development shall remain reserved.
- 1.5 We shall only make guarantees if special agreement is reached to this effect. The purpose of reference to DIN standards shall only be to describe goods and shall not in itself represent a guarantee.
- 1.6 If official permission or approval is required for carrying out the order, the customer shall be responsible for obtaining this permission or approval at his own expense.
- 1.7 If the customer provides materials for further processing, these materials shall be supplied with delivery to our plant paid and shall comply with the specifications required for processing.

2. Prices and payment

- 2.1 Unless provisions to the contrary are included in the order confirmation, prices shall always be indicated net in Euro; VAT at the legally stipulated rate applicable on the day of delivery must be added to them.
- 2.2 Unless provisions to the contrary are included in the order confirmation, the costs of subsequent changes to the object delivered shall be invoiced separately.
- 2.3 Unless provisions to the contrary are included in the order confirmation, the prices / payment shall be due immediately.
- 2.4 Our prices shall always be ex-works prices, unless provisions to the contrary are included in our order confirmation.
- 2.5 The customer shall only have offsetting rights if his counter-claims have been established legally, are undisputed or have been recognized by us. The customer shall only be authorized to exercise a right of retention to the extent that the claims are based on the same contractual relationship.

3. Shipment, packaging and delivery

- 3.1 The goods ordered shall always be shipped at the expense and risk of the customer, even when delivery is made with the freight charges prepaid. The packaging material shall not be taken back.
- 3.2 The start of the delivery period we indicate shall not be binding and depends on settlement of all the technical issues and obtaining of any necessary approval – see paragraph 1 of these general terms and conditions of business – by the customer.
- 3.3 The risk of loss of or damage to the goods we supply shall always pass ex our works, even if different agreements about shipment, transport or other circumstances affecting delivery have been made in the contract. This shall apply in particular if we have quoted different INCOTERMS than EXW in the conditions of delivery. The risk shall pass ex works in these cases too.

4. Reservation of title

- 4.1 We reserve title to the objects we have supplied and / or to the structure produced until the payment owed by the customer has been made in full, including the claims that we obtain subsequently in connection with the objects of the contract, e.g. on the basis of spare parts deliveries or other services.

4.2

- 4.2.1 If our service or delivery involves goods that are meant or suitable for resale, the customer shall already assign all the claims to us corresponding to our final gross invoice amount that the customer obtains from his customer or third parties from resale, irrespective of whether the goods have been resold after processing. Processing or modification of these goods shall always be carried out by the customer on our behalf. If our goods are processed with objects that do not belong to us, we shall acquire co-ownership of the new goods in the ratio of the value of the objects we have supplied to the other objects at the time of processing. The same applies, incidentally, to the new goods that are created by processing as applies to the goods supplied to which title has been reserved.

- 4.2.2 The customer shall continue to be authorized to collect after assignment too, although our authority to collect the claim ourselves shall not be affected by this. We undertake not to collect the claim as long as the customer meets his payment commitments from the contractual relationship with us, does not in particular fall into arrears with payment, does not discontinue the payments and / or request is made for institution of insolvency proceedings.

4.3

- 4.3.1 Where the objects we supply become major elements of a building, the customer shall assign the claims to us that he obtains on a third party as a result of combination of the object of the contract with a building, in order to provide security for our claims to payment.

- 4.3.2 The customer shall continue to be authorized to collect after assignment too, although our authority to collect the claim ourselves shall not be affected by this. We undertake not to collect the claim as long as the customer meets his payment commitments from the contractual relationship with us, does not in particular fall into arrears with payment, does not discontinue the payments and / or no request is made for institution of insolvency proceedings.

- 4.4 The customer undertakes to disclose to us on request the claims assigned and the debtors they relate to and to give us with the information required for collection, providing us in particular with the relevant documents. The customer undertakes to notify us immediately if the objects we own are seized or if a third party claims a right to these objects.

- 4.5 We undertake to release the claim at the customer's request to the extent that it exceeds the value of our claim to payment / final gross invoice amount plus interest and costs.

5. Warranty

- 5.1 If the object of the contract is the delivery of movable goods that are to be manufactured or produced by us, § 651 of the BGB shall apply, with the restriction that in the case of a quality fault contrary to § 439 paragraph 1 of the BGB we shall have the right to choose between elimination of the fault or delivery instead of flawless goods.

- 5.2 If the object of the contract is only the delivery of movable goods to be manufactured or produced by us, which are used for a building structure in the standard way and have caused the latter's fault, our warranty period shall amount to two years, starting with delivery of the goods to the customer.

- 5.3 In all other cases, a warranty period of one year starting with delivery of the goods to the customer shall be agreed for goods that are the object of a purchase contract.

- 5.4 In the cases in which warranty claims are made on the customer in accordance with the provisions of German consumer goods purchasing legislation (§ 474 ff. of the BGB), the following shall apply with regard to our recourse liability on the basis of § 478 of the BGB: the customer's claims to payment of damages shall be limited to cases in which the fault in the goods supplied by us is based on intent; all other claims to damages in accordance with the recourse stipulations as provided in § 478 of the BGB shall be excluded. If the customer fails to meet his commitment to make examination and notify faults in accordance with § 377 of the German Commercial Code (HGB), the other recourse claims in accordance with § 478 of the BGB shall be excluded too.

- 5.5 In the case of what is merely a negligent violation of a commitment by us or persons employed by us to discharge our obligations, our liability to the customer is limited to contractually typical, foreseeable damage.

6. Place of jurisdiction / applicable law

- 6.1 If the customer is a merchant as defined in § 1 to 6 of the HGB, a legal entity under public law or a special public fund, our registered office shall determine the place of jurisdiction. We shall, however, also be entitled to take legal action against the customer in the courts at the location of his registered office.

- 6.2 The mutual legal relationship shall be subject exclusively to the laws of the Federal Republic of Germany; the United Nations Convention on Contracts for the International Sale of Goods shall not be applied.