

## General delivery, service and payment conditions (general terms and conditions of trade)

### I. General

1. Our deliveries and services are provided exclusively on the basis of the following conditions. Buyers' conditions of purchase are explicitly rejected. We are not obliged to observe them, even if we do not reject them at the time that agreements are concluded.
2. Our conditions are to be regarded as accepted on receipt of our goods or services at the latest.
3. Any contracts or agreements – particularly insofar as they change these conditions – will not become binding for us until we have confirmed them in writing.

### II. Quotations

1. The prices, quantities, delivery dates and delivery options specified in our quotations are not binding.
2. Any catalogues, drawings or advertising brochures etc. we publish and the data they contain, for example relating to weight, quality, dimensions, composition or services, are only authoritative if we expressly denote them as being binding.

### III. Prices

1. Unless otherwise agreed, our prices are ex warehouse or ex works, excluding VAT.

### IV. Quality characteristics, quantities and production tolerances

1. We will adhere to the quantities specified in the order confirmation document if possible. However, no complaints can be accepted for variances of plus or minus 5% or less, particularly in the case of special designs.
2. Unless otherwise agreed, the quality and dimensions of the materials we process are determined exclusively by German material standards. Variances are permitted within the scope of DIN/EN.
3. If the relevant material standards allow for acceptance testing, or if such testing is agreed, this will take place for the raw material at the supplier's plant. The customer will pay for the cost of acceptance testing.
4. All details relating to weight, content, dimensions etc. are averages. Unless limits have been expressly set for permissible variances, the variances normally accepted in the trade shall be considered acceptable.
5. Unless we have given express assurances to the contrary, we cannot provide any guarantee regarding the physical properties and chemical composition of our products.
6. Manufacturing-related and process-related tolerances are specified in company standard SC-WN. Adherence to more stringent tolerances will only be considered binding if these tolerances have been expressly agreed and confirmed in writing.

### V. Tools, industrial property rights

1. The customer shall pay the proportion of costs specified in the order confirmation for the provision (procurement, manufacture, modification or repair) of tools or tool components.
2. The customer's obligation to cover the agreed proportion of tool costs will originate at the time of order confirmation. Payment will be due as soon as the tools are ready for use. The tools will remain in our possession and ownership even after the customer has paid the amount due.
3. If the industrial property rights of the customer or any third party would be violated by us using the tools for other purposes, we must be informed of this in writing by the time the order is placed. In this case, the customer will bear the full costs of procuring and maintaining the tools, including the repair of normal wear and tear.

4. In the case of tools for which the customer has paid a proportion of the costs, we will undertake to make these tools available in order to fulfil further orders from that customer, until the tools reach the end of their natural working life. This obligation will cease two years after the last order is completed for which the tool is needed.
5. The customer's obligation to bear a proportion of the costs incurred in replacing tools following natural wear and tear remains unaffected by this.
6. In the case of parts that are manufactured from samples, drawings or customer specifications, the customer will bear full liability for any violation of the industrial property rights of third parties, and will indemnify us against any third-party claims. We are not obliged to undertake any investigations.

### VI. Complaints

1. Any complaints should be made in writing within ten days of goods receipt. For non-merchants, this obligation to notify relates to obvious defects only.
2. If faults are encountered during use, this use must cease immediately and we must be notified without delay.
3. In the case of serious defects, we will grant an appropriate price discount or will take the goods back and, at our discretion, supply a replacement free of charge or a cash refund to the value of the goods. If any replacement is also defective, the customer is then entitled to demand a replacement or discount at his discretion.
4. No further claims, in particular claims for damages of any sort, can be made against us. However, this disclaimer does not apply if damage has occurred due to gross negligence by ourselves or a vicarious agent.
5. In the case of customers who are merchants, we will in any case be liable only for any damage that could have been foreseen at the time the agreement was concluded.
6. If we default, we will be liable only to the extent described in sub-paragraph 3.

### VII. Obligation to accept

1. The customer is obliged to accept the goods ordered without delay as soon as they are ready for delivery. If the customer does not fulfil this obligation, we are entitled at our discretion to either forward the goods or store them at the customer's cost and risk. However, payment becomes due in all cases at the time the goods are made available, in accordance with the schedule.
2. The customer will accept delivered goods, even if they have minor defects.
3. Part deliveries are permissible. Each part delivery of an individual or blanket order is considered to be invoiceable business.

### VIII. Transportation risk

1. In all cases, goods will be dispatched at the buyer's risk.
2. Risk will be transferred to the customer when the goods are handed over to a forwarding agent or carrier, at the latest when they leave our warehouse or plant, even if they are being delivered free of charge.

### IX. Dispatch and packaging

1. In the absence of any special agreement, the choice of packaging, route and means of transport will be ours. If packaging has been agreed, this will take place in the customary manner for an additional charge.
2. Loaned packaging (in particular pallets, box pallets and containers) should be handled with care and returned to us without charge immediately following goods receipt.

3. If this type of packaging is not returned within the usual timescales of a maximum of two months for the company's own packaging materials or two weeks for exchangeable packaging materials, we will be entitled to demand an appropriate rental charge from that point in time onwards. If exchangeable packaging materials are not returned on time, we will be entitled to invoice the cost of replacing the packaging, in addition to charging for its rental.
4. In all cases of loaned packaging materials that are lost or not returned on time, we reserve the right to invoice the customer for the full replacement cost.

#### **X. Delivery and service dates**

1. Delivery periods and deadlines are only approximate, unless we have expressly described them in writing as being binding.
2. Delivery periods commence when our order confirmation is received, but not before all execution details have been clarified. They apply from the place of delivery. In the case of ex works deliveries, the delivery periods and deadlines will be considered to have been observed if the customer has been notified that the goods are ready for dispatch but they cannot be dispatched on time through no fault of our own.
3. If we have promised to observe a deadline or delivery period but we then fall behind, the customer must grant us an appropriate period of grace in writing.

#### **XI. Delivery obligations**

1. Instances of force majeure entitle us to delay deliveries by the duration of the problem plus an appropriate lead time, or terminate the agreement due to the part of it that has not yet been fulfilled.
2. Instances of force majeure equate to strikes, lock-outs and other similar circumstances that make delivery significantly more difficult or impossible, irrespective of whether they occur on our own premises, those of shipping companies or our upstream suppliers.
3. The customer can request us to clarify whether we wish to terminate the agreement or deliver within an appropriate period of time. If we do not declare our intentions, the customer is entitled to terminate the agreement.
4. If one contracting party falls behind with delivery or acceptance, the other contracting party can exercise its right to terminate the agreement only with regard to partial deliveries that have not yet taken place and been accepted as agreed.
5. If the customer does not fulfil a blanket order, we are entitled to demand acceptance and payment or alternatively damages due to the non-fulfilment of the entire agreement.
6. If the customer falls into arrears after accepting one or more partial deliveries, we will be entitled to immediately demand acceptance and payment for goods that have already been manufactured or scheduled (in return for cash in advance) without waiting for the final acceptance date for the blanket order, and to terminate the agreement for any remaining items that have been ordered (but not yet manufactured).
7. The customer is obliged to pay for goods upon delivery if we have reason to doubt his ability to pay. This applies even if a credit period has been contractually agreed.

#### **XII. Payment terms**

1. Our invoice amounts are due within 30 days of the invoice date. If payment is made within 10 days of the invoice date, we will grant a 2% discount.
2. Invoices for subcontracted orders and all invoices with a value of less than 100 euros are payable within 10 days with no discount.
3. Commencing on the 31st day after the invoice date, we are entitled, with no prior notification, to charge interest on the delayed payment at the usual current account interest rate.

#### **XIII. Retention of title**

1. All delivered goods will remain our property until all our claims have been met, irrespective of their legal basis, particularly our balance of account claims. Any processing or modification of the goods subject to retention of title will take place according to Section 950 of the German Civil Code, at no liability to ourselves.
2. The customer is entitled to sell on goods that are the subject of our retention of title in the course of ordinary business operations. The claims from these sales will then be transferred to us.
3. If the goods subject to our retention of title are sold on following processing, in particular processing or connection with other goods that do not belong to us, this transfer of claims will apply only up to a maximum of our proportion of joint ownership of the item or stock sold.
4. The customer is entitled to collect claims from the sale until such time as we exercise our right of revocation. Under no circumstances is the customer authorised to transfer claims. At our request, he is obliged to notify his buyer of the transfer to ourselves, and provide us with the information and documentation necessary for recovery.
5. If the total value of the securities existing for us exceeds our claims by more than 10%, we will be obliged to release securities of our choice if the customer so requests.
6. The customer must notify us immediately of any attachment of property or other encroachment by third parties.

#### **XIV. Erfüllungsort und Gerichtsstand**

1. Als Erfüllungsort für Lieferungen und Zahlungen gilt Mannheim. Dieser Platz gilt ebenfalls als Gerichtsstand. Dies gilt nur für Geschäftsbeziehungen mit unseren Kunden, die Kaufmann sind.

#### **XV. Conflicting customer conditions of purchase**

If these conditions conflict with the customer's conditions of purchase, the latter will apply only if and insofar as we have expressly confirmed their applicability in writing.