

Sales terms and delivery conditions

The following sales terms and delivery conditions apply as recognised and are exclusively applicable, insofar as nothing different has been agreed upon. This also applies for subsequent orders.

We do not recognise any conflicting conditions, particularly standard purchasing conditions of our contractual partners, even we have not expressly objected to such conditions if they are dated more recently than our sales terms and delivery conditions.

1. Conclusion of contract

Our offers are not legally binding and do not obligate us until we have confirmed acceptance of the order verbally or in writing. If we have not provided confirmation within four weeks of receipt, the purchaser is entitled to cancel the order.

2. Prices

All prices are specified in EURO ex works, excluding packaging and freight, insofar as nothing different has been agreed upon.

3. Payment conditions

Unless something different has been agreed upon, our invoices are due for payment without 30 days of the date of invoice without deductions. If payment is made within 10 days, a 2 % discount is granted.

If bills of exchange or cheques that we accept for the fulfilment of a liability are not redeemed after protest or forfeiture of our contractual partner, the remaining amount owed becomes due for payment immediately, regardless of a later expiry date or bills of exchange or cheques that are still pending.

4. Delivery period

The delivery period does not begin until all aspects of the order have been clarified. Delivery periods specified by use or indicated by our contractual partner are only binding for us if we the partner has indicated the necessity of strict adherence

and we have confirmed adherence.

If our delivery is delayed partly or wholly due to strikes, force majeure, fire, delayed receipt of material, interruptions in production for which we are not responsible or similar circumstances, it does not apply as default in delivery.

However, if we are in default in delivery, our contractual partner is obligated to grant us a reasonable grace period. After the unsuccessful lapse of this period, the purchaser is entitled to withdraw from the contract. We are not liable for direct or indirect damages incurred by our contractual partner as a result of the default. We are entitled to provide partial deliveries within a reasonable extent.

5. Retention of title

The items delivered by us remain our property until payment has been received in full.

However, our contractual partner is entitled to sell and process the delivered items in the normal course of business. Insofar as the items delivered by us have not been paid for in full, our contractual partner is only permitted to sell the goods subject to retention of title. Processing and conversion of the goods subject to retention of title take place on our behalf without obligating us as a manufacturer in accordance with Article 955 of German Civil Code. In the event that our goods subject to retention of title are processed, combined or mixed with third-party items, we acquire co-ownership in accordance with Article 947 of German Civil Code. Pledging or chattel mortgage of our goods subject to retention of title is prohibited and obligates our contractual partner to furnish compensation for damages.

6. Warranty

Our purchasers are obligated to immediately inspect the goods delivered by us..

- a) If a defect is found, it must be reported to us in writing within eight days of receipt of the shipment at the destination point.
- b) If the defects are concealed, notification of defects must be provided promptly after discover of the defect.
- c) If defects are not discovered until integration/processing of the goods has begun, when the occasion arises our contractual partner is obligated to provide notification of defects at the appropriate according to the notion of business conducted in good faith. Complaints in such situations must be made within a reasonable period..

Our delivery applies as accepted without reservation in the event of failure to comply with procedures a) to c).

If notification of defects has been provided on a timely basis and is justified, we have the right to subsequent improvement or exchange of the delivery item free of charge, according to our discretion, to the exclusion of all other warranty claims.

If the subsequent improvement or re-delivery is unsuccessful, the purchaser is entitled to void the contract or to a reduced payment according to their own discretion.

Damage claims based on positive claim infringement, negligence in contracting and tortious liability, as well as warranty for defects asserted against us or our vicarious agents are excluded insofar as said claims said claims do not involve intent or gross negligence. No warranty is accepted for damages that are caused by unsuitable or incorrect use, faulty assembly or commissioning by the operator or third parties, natural wear, deficient or negligent treatment or similar circumstances.

The warranty is granted for 6 months. It begins with the acceptance of the contractual items. In the event of a replacement delivery or rectification of defects, the warranty period for the improved or replace parts begins with the subsequent improvement and/or replacement delivery..

7. Miscellaneous

With production of any products based on samples or drawings, we expressly reject any responsibility for violation of property rights of third parties. The purchaser is liable to us for all damages that we could incur in this case due to a violation of property rights and must provide is with compensation for this, even if they are not responsible for the violation of property rights.

8. Place of fulfilment and jurisdiction

The place of fulfilment for delivery, payment and for provision of all other services owed by both parties in the course of a warranty case is Plauen.

The court of jurisdiction for all disputes from this contract and future contracts, regardless of the reason, is the District Court of Plauen.

German law applies for all contractual relationships. Assertion of the Uniform Law on the International Sale of Goods (UNCITRAL convention) is excluded.