

General Conditions of Sale and Delivery

I. General

The conditions of sale, delivery and payment below apply to all agreements, goods and other services, including consulting services and information.

They also apply to all agreements concluded with the Orderer in the future, and for all goods and other services to be provided to it in the future.

Any conflicting terms and conditions are hereby rejected.

II. Agreement

An offer is deemed non-binding/without engagement, provided no other agreement has been made. Orders shall be considered accepted if they are confirmed in writing or executed immediately after receipt of the order/commission. In such case, the delivery note/invoice shall be considered confirmation of the order.

III. Delivery item

Deliveries shall be effected in accordance with the technical delivery conditions set out in DIN 267, in conjunction with DIN EN and DIN EN ISO.

Our obligation to deliver is subject to complete and correct delivery from our own suppliers, except in cases where we are responsible for non-delivery or delay.

Excess or short deliveries of up to 10% are permissible and shall be considered when calculating the invoice amount.

In relation to the specified dimensions of our delivery items, we reserve the right for these to have deviations that are customary in trade, except in cases where we have given an express assurance that the dimensions will be complied with.

We shall be entitled to effect reasonable partial deliveries.

If shipment of the delivery items ordered is delayed for reasons that are the Orderer's responsibility, the risk shall transfer to the Orderer once it receives notice of readiness for dispatch.

IV. Delivery period

Despite all due care and effort to adhere to delivery dates, the delivery dates we specify must be seen as approximate. Agreed delivery periods shall be extended as appropriate should unforeseen obstacles arise that are outside our sphere of influence, such as blockade, fire, strikes, breakdowns, delays in the supply of raw material, irrespective of whether such obstacles affect us or our suppliers. We shall not be responsible for such circumstances, even if we are already in default. Should such a situation occur, both parties shall be entitled to withdraw, either fully or partially, from the agreement.

V. Prices

Our prices apply ex works (EXW as defined in INCOTERMS 2020), excluding freight and packaging costs. If no fixed prices have been expressly agreed in writing, the prices valid on the day of delivery shall be charged. Prices do not include VAT, which shall be separately invoiced at the current rate.

If there is a significant change in costs after the contract is concluded, e.g. due to price changes by our sub-suppliers, we shall be entitled to make suitable adjustments to prices for deliveries that are made more than three months after the contract was concluded. If the price increase is more than 10%, the Orderer shall be entitled to cancel the contract.

VI. Payment

Unless otherwise agreed, invoices are payable net within 30 days of receipt.

Payment must be made within this period to ensure that the amount required to settle the invoice is available by the due date. The Buyer shall be deemed in default no later than ten days after payment is due, without any requirement for a separate reminder. In the event of default, subject to providing evidence of further damage caused by the default, we shall be entitled to charge default interest pursuant to Art. 288 German Civil Code (BGB).

VII. Reservation of title

The goods supplied by us remain our property until all our current claims against the Orderer, as well as future claims, relating to the delivered items, have been met.

The Orderer shall be entitled to sell or process the delivery items that are our property (goods subject to retention of title) in the ordinary course of business. If the goods subject to retention of title are resold/processed,

contracts of sale with reservation of title must be concluded. However, the Orderer hereby assigns to us in advance all claims from such a resale transaction, irrespective of whether the goods subject to retention of title are resold after processing, or sold together with other products that do not belong to us. In such cases, or if they are combined or joined with a property, or with movable assets, the claim of the Orderer against its customers shall be deemed assigned to us in the amount of the delivery price agreed between the Orderer and ourselves for the goods subject to retention of title.

The Orderer shall also be authorized to collect this claim after the assignment. This shall not affect our authority to collect the claim ourselves. However, we undertake not to do so, provided the Orderer duly meets its payment obligations. Should the Orderer make use of its right to collect, we shall be entitled to the proceeds collected in the same amount as the delivery price for the goods subject to retention of title that was agreed between ourselves and the Orderer.

Pursuant to Art. 950 BGB, processing and conversion of the goods subject to retention shall be without obligation for us as manufacturer. If the goods subject to retention are processed along with other items, we shall acquire co-ownership of the new item in the same proportion as that of the market value of our goods to the value of the other items processed at the time. The Orderer shall hold the new item for us at no charge while exercising the usual due care and diligence.

If a bill of exchange is used as the means of payment, our reservation of title shall persist until we can establish that no claim can be made against us from this bill.

VIII. Complaints, warranty

The Orderer is obliged to inspect the delivered goods immediately at its own expense. Notification of any obvious defects must be made in detail and in writing within seven days of receipt of the goods.

Any quality defects in a partial delivery shall not justify rejecting the rest of the agreed quantity, except in cases where the Orderer can show that, given the circumstances, it would be unreasonable for it to accept only part of the delivery.

The warranty periods correspond to the statutory warranty rights. The warranty period shall begin with the transfer of risk.

IX. General limitation of liability

We shall be liable for damage only that does not affect the delivery item itself, irrespective of the legal grounds, in cases of intent, gross negligence on the part of our legal officers or executive staff, culpable injury to life, limb or health, defects that we have fraudulently concealed, or whose absence we have guaranteed, defects in the delivery item, where liability exists under the provisions of the German Product Liability Act (ProdHaftG) for personal injury and property damage to privately used items.

We shall also be liable in the case of culpable violation of material contractual obligations, gross negligence on the part of non-executive employees and for slight negligence, which, in the latter case shall be limited to typical contract losses that could reasonably be foreseen. All other claims are excluded.

X. Place of performance, place of jurisdiction, applicable law

The place of performance for all claims arising from the business relationship, including any claims relating to bills and cheques, is DE-54634 Bitburg.

Place of jurisdiction for all disputes arising from our legal relationship with the Orderer/Customer is Bitburg. However, we shall also be entitled to bring an action at the Orderer's headquarters.

For our Orderers/Customers abroad, we agree that the laws of the Federal Republic of Germany shall apply exclusively, excluding the terms of the UN Sales Convention.

XI. Other provisions

If one of the provisions of these General Conditions of Sale and Delivery should be or become illegal, this shall not affect the validity of the remaining provisions. In its place, a provision that was intended by the parties, or otherwise the statutory provisions, shall apply. Under no circumstances shall the relevant provision in these General Conditions of Sale and Delivery be replaced by one from the Terms and Conditions of the Buyer.