



# General Terms of Delivery and Payment

## I. General

1. Our terms of delivery and payment which the customer accepts when placing the order are exclusively valid also for future commercial business even if they are not especially mentioned if the customer has received them with one of our order confirmations. If an order is placed outside our terms of delivery and payment they are still valid even if we do not object. Differences are only valid if we expressly accept them in writing. We have the right to transfer the claims from our business terms to a third party.
2. In case of deliveries of special sizes we reserve the right to supply 10 % more or less than the ordered amount. For orders under 10 pieces at least 1-2 pieces. The customer has the responsibility for the validity of the drawing that corresponds to the order, as the here existing information applies if no drawings are sent together with the order.
3. Custom parts are in general excluded from refund and replacement.

## II. Prices

1. The prices valid on the day of the delivery apply and are ex works, excluding packing, customs duty and insurance. The prices are only valid for the respective order.
2. The packing is calculated at cost price and taken back with reimbursement of costs.
3. The minimum net order value for all articles is € 50,- Orders below that value are invoiced at € 50,- net value.

## III. Responsibility / Risk – Passing point of responsibility / Risk

1. All responsibilities / risks pass on to the customer as soon as the goods leave our works, also in the case of carriage free delivery. In case of delays in delivery for which the supplier is not responsible all responsibilities / risks pass on to the customer at readiness of dispatch of the delivery goods.
2. At the customer's wish and expense the supplier insures the goods against the usual transportation risks.

## IV. Delivery time

Delivery time is an estimated time and is only agreed as approximately. Normally we supply our standard sizes ex stock. If this is not possible our order confirmation informs the customer regarding the estimated delivery time. The delivery time starts with the date mentioned in the order confirmation.

The delivery time is prolonged – also for delayed deliveries – appropriately in any event beyond the supplier's control, which he could not prevent with reasonable care – occurred either in the factory of the supplier or at his sub-supplier – example operational faults through force majeure, delays in the delivery of important raw materials and auxiliary supplies. The same is valid also in the case of strikes and lawful lock-outs. The supplier has to inform the customer immediately in case of such hindrances. In case of later changes of the contract which could have an influence on the delivery time, the delivery time is prolonged adequately if no other agreements have been made in this regard. Further we reserve the right to exceptionally cancel the delivery commitment partly or completely. If the delivery is agreed ready on call we have the right to deliver and invoice the manufactured goods latest after 6 months even if the customer has not yet called for them.

If the customer has losses due to a delay for which the supplier is responsible he has under exclusion of further claims the right to claim a compensation for delay. It amounts for each entire week of delay to ½ of hundred but in total maximum 5 from hundred of the value of that part of the delivery which could not be used in time due to the delay.

## V. Payment

Our invoices must be paid within 10 days after invoice date with 2 % or within 30 days net. The acceptance of a bill of exchange is only possible with prior in writing agreement; which is only done for payment reasons. The customer shall bear all costs associated with discounting, taxation and collection. In case of delays in payment we charge an interest of 12 % per annum. Our right to claim higher damages remains reserved. In addition we have the right to stop further deliveries or to set other payment terms. If the customer stops the payments our entire outstanding money is immediately due for payment.

If we have transferred the claims of our business relationship the payments with obligation releasing effect have to be carried out exclusively to the bank contacts given in our invoice. In that case we have transferred also our reservation of proprietary rights to the owner of the mentioned account.

## VI. Reservation of proprietary rights

Until the customer has settled all claims outstanding from the business between supplier and customer the goods are in the ownership of the supplier. The bringing forward of single claims into a valid invoice and the accepting of the account balance do not influence the reservation of proprietary rights. As payment the entry of the equivalent amount at the supplier is considered. Point V of the terms of delivery and payment applies accordingly.

The customer may only sell the reserved goods in regular business dealings and may neither pawn them or transfer them as security. The customer is required to protect our rights of reservation when reselling the purchased goods on credit and in particular to pass on the reservation of title to its customers.

The customer shall assign to the supplier in advance his accounts receivable from the resale of the reserved goods in the extent of the supplier's ownership share in the sold goods. The supplier accepts this assignment. The customer is entitled to collect the outstanding money provided that he meets his payment obligations to the supplier and his financial situation does not deteriorate. On request the customer has to provide the supplier all the necessary information regarding the claim assignments and to notify the purchasers.

If the customer undertakes a possible processing or working up of the reserved goods there results no obligation for the supplier. In the case of processing, bonding, blending of the reserved goods with other goods which do not belong to the supplier the supplier has a co-ownership in the new product in the proportion of the value of the reserved goods to the other processed goods at the time of the processing, bonding, blending or mixing. The business partners agree that if the customer acquires the sole ownership of the new product the customer grants the supplier co-ownership in the proportion of the processed, bonded, blended or mixed reserved goods and stores it for him free of charge.

If the reserved goods are sold together with other goods immediately irrespectively if without or after processing, bonding, blending or mixing the agreed assignment in advance is only valid in the value of the reserved goods which have been sold together with other goods. The customer has to inform the supplier without delay and to hand out the necessary documents for an intervention in the case of compulsory enforcement by a third party into the reserved goods or in the accounts receivable assigned in advance. The supplier undertakes to release the securities of his choice to which he is entitled on request of the customer insofar as their value exceeds the accounts receivable to be protected by 20 %.

## VII. Notification of defects / Complaint

The customer must check the goods for defects immediately after receipt. Complaints about visible defects can only be taken into account if they are asserted in writing within 8 days after receipt of the goods. Hidden defects must be notified in writing immediately after discovery, latest within 3 months after delivery day.

Defects notified within the time limit in writing can only be taken into account if the customer can prove that the defect is not due to false installation, improper use or natural wear.

For parts supplied for completion, processing or working up no responsibility is taken for the behaviour during hardening and processing. If the material is damaged during processing we are entitled to invoice a part at our decision of the agreed price.

For entitled defects we shall deliver a new product or issue a credit note after receipt of the defective goods. Any other claims of the customer especially for conversion, loss or compensation are excluded, explicitly also claims for damages which did not occur at the delivered goods respectively caused by the delivered goods. Any claims are assessed exclusively according to the German law and have to be claimed at the place of jurisdiction of the supplier.

## VIII. Liability for Faulty Deliveries

Regardless of other claims, the supplier is liable for all faulty deliveries, including the absence of specifically assured features as follows:

1. All parts are to be repaired or redelivered free of charge at proper discretion and subject to the choice of the supplier, as a result of circumstances occurring before the passage of risk – this refers in particular to incorrect design, poor building materials or bad workmanship. Should such faults be ascertained, the supplier should be immediately informed thereof in writing. Replaced parts become property of the supplier.
2. The supplier's right to assert claims for faults expires in all cases 6 months from the point that the reprimand is made, at the earliest however, when the guarantee period runs out.
3. No guarantee can be provided for damages resulting for the following reasons. Unsuitable or improper use, incorrect assembly or commissioning by the purchaser or third party respectively, natural wear and tear, incorrect or negligent treatment, unsuitable resources, unsuitable building ground, chemical, electrochemical or electrical influences, in so far as blame can not be attributed to the supplier.
4. After the supplier has received notification, the purchaser must allow the required amount of time and the opportunity for the supplier to carry out all repairs and replacement deliveries that appear to be necessary at proper discretion; otherwise the supplier is exempt from the liability for defects. Only in urgent cases where industrial safety is endangered or as a defence against disproportionately large damages, of which the supplier is to be immediately informed, or if the supplier is in arrears with eliminating faults, then the purchaser reserves the right to eliminate the error him- or herself or to have this done by a third party, and then to demand reimbursement of the necessary costs incurred.

## IX. Obligation confidentiality

The prospective buyer and the buyer is also obligated to keep all illustrations, drawings, calculations and other documents and information confidential. These may be disclosed to third people, only with our express consent and only insofar as this is necessary as part of our business relationship. This confidentiality obligation also applies to the handling of the contract. It expires if and to the extent that in the illustrations, drawings, calculations and other documents has become public knowledge. In any case, we retain all ownership and copyright in the mentioned in the documents, disks and other documents from existing knowledge.

## X. Place of Jurisdiction / Place of Fulfilment

The place fulfilment for all obligations resulting from the contractual relationship is the location of the supplier respectively the Regional Court Nürnberg. The place of jurisdiction for all litigations resulting from the contractual relationship as well as its coming into being and its validity is the location of the supplier respectively the Regional Court Nürnberg or at our choice also the location of our factoring partner. The supplier has also the right to sue the customer at any other allowed court of jurisdiction. The contractual relationship shall be governed and construed exclusively by the German law especially by the German Civil Code and the German Commercial Code.