

General Terms of Sale, Delivery and Payment

1. General stipulations

- 1.1 All deliveries and services shall be subject to these terms as well as any special agreemental arrangements. Purchase conditions of the orderer deviating from said terms shall not constitute an element of them even by the order being accepted. An agreement shall pertain – for lack of any special arrangement – with the deliverer's confirmation of order in writing.
- 1.2 The deliverer shall retain unlimited property rights and copyright exploitation rights to his samples, cost estimates, drawings and other documents (hereinafter referred to as documents). These documents may only be made accessible to third parties after the deliverer's prior approval and shall be returned immediately on request, should the order not be awarded to the deliverer.
- 1.3 The deliverer shall undertake to make those documents and information termed by the orderer as confidential accessible to third parties only with said orderer's approval.
- 1.4 **Weights and measures stated in the catalogue have been carefully ascertained and illustrations carefully finished. The data in the catalogue are based on state-of-the-art know-how and on the deliverer's experience. Rights are expressly retained to make changes and improvements of a technical nature. Data in the catalogue are therefore not binding and do not release the orderer to check the suitability of the object to be delivered for the particular purpose of application concerned.**

2. Quality and quantity to be delivered

- 2.1 The deliverer shall maintain a quality management system, conforming with the requirements of DIN EN ISO 9001. A special quality assurance agreement can be concluded on the orderer's request.
- 2.2 Partial deliveries shall be admissible, in as much as they are reasonable for the orderer.
- 2.3 Should the object to be delivered be one-off production, we shall be, as a matter of production necessity, entitled to increased or short deliveries by up to 10 % of the quantity ordered.

3. Transfer of hazard, acceptance

- 3.1 Hazard shall be transferred to the orderer with the object to be delivered being handed over to the forwarding agent or to the carrier, however, at the latest, when the object to be delivered has left the factory, and even if partial deliveries are to be made or the deliverer has accepted other work done, e.g. shipment costs or delivery and set-up.
- 3.2 Should shipment be delayed or cancelled as a consequence of circumstances which the deliverer cannot be held responsible for, hazard shall pass to the orderer on the day readiness for shipment is announced.
- 3.3 The deliverer shall undertake to conclude those insurances the orderer demands at the latter's cost.

4. Prices and terms of payment

- 4.1 In the absence of any special arrangement, prices shall be valid ex factory, including loading at the factory, however, excluding packaging and unloading. Sales tax to the particular mandatory amount concerned shall be added to the prices. Packaging shall be calculated at cost price and is not returnable.
- 4.2 **Delivery shall be made freight paid to a German destination or German border including packaging as of a net invoice price of € 500.00. We supply PIK and**

Industrial Trunkings as well as Wire Trays including accessories ex factory, packaging being calculated at cost price. We ship the goods on pallets or in bundles, edges protected and welded in foil. Accessories are shipped in cardboard boxes. A surcharge of € 15.00 is charged for minor quantities (net product value below € 50.00).

- 4.3 In the case of brass articles, the quotation price is based on the quoted metal price for Ms 58 of € 150.00 per 100 kg. Should at the date of the incoming order the daily quotation deviate from this price by € 12.50 or more of this amount, the price shall change by 5 % for each completed € 12.50.
- 4.4 The deliverer's invoices shall be payable net within 30 days as of the invoice date or with 3 % discount within 10 days as of the invoice date.
- 4.5 Payments shall be made free to the deliverer's collecting bank.
- 4.6 Discountable and properly taxed bills of exchange shall only be accepted by the deliverer for payment, if this has been expressly arranged beforehand. Bills of exchange and cheques shall be credited subject to payment minus outlay with the value date, on which the deliverer can dispose of the equivalent.
- 4.7 The orderer can only balance with those demands which are undisputed or have been ascertained as being legal.
- 4.8 On the orderer delaying payment, the deliverer shall be entitled, after written notice, to terminate fulfilling his obligations until the amounts in arrears are received.

5. Retention of title

- 5.1 The objects of the delivery (conditional goods) shall remain the deliverer's property until fulfilment of all claims existing against the orderer from the business relations. In as much as the value of all security rights belonging to the deliverer exceeds the amount of all secured claims by more than 20 %, the deliverer shall release, on the orderer's request, a corresponding part of the security rights.
- 5.2 The orderer shall be entitled to sell the conditional goods in proper business transactions, provided that he is not in arrears with payment obligations to the deliverer. Pledging or mortgage of goods shall be inadmissible. For the sake of safety, the orderer shall now assign to the deliverer the accounts receivables existing with regard to the conditional goods from further sales or for any other legal reason. At the deliverer's pleasure, he shall empower the orderer to collect the claims for his invoice assigned to him in his own name. This empowerment for collection can only be revoked if the orderer does not meet his payment obligations properly.
- 5.3 The conditional goods shall invariably be processed or refashioned for the deliverer as manufacturer, however, without any obligation for him. Should the deliverer's (co-) ownership be cancelled through merger, it is now arranged that the orderer's (co-) ownership in the homogeneous matter shall pass to the deliverer proportionate to the value (invoice value). The orderer shall hold the deliverer's (co-)ownership without charge.
- 5.4 The orderer shall immediately inform the deliverer of pledges, confiscation or any other dispositions or interventions of third parties.
- 5.5 With the orderer conducting himself in transgression of this agreement, particularly when in arrears of payment, the deliverer shall be entitled to take back the conditional goods after due warning, and the orderer obligated to surrender same goods. Enforcing retention of title as well as pledging the object to be delivered by the deliverer shall not be valid as reason for withdrawal from this agreement.
- 5.6 Application to initiate insolvency proceedings for the orderer's property and effects shall entitle the deliverer to withdraw from this agreement and to demand immediate delivery of the object concerned.

6. Delivery period, delay in delivery

- 6.1** Keeping delivery deadlines presupposes timely receipt of all documents, requisite permission and releases, particularly plans, to be provided by the orderer, as well as compliance with the terms of payment arranged and other obligations by the orderer. Should these prerequisites not be timely met, the deadlines shall be appropriately prolonged; this shall not apply, if the deliverer bears the responsibility for the delays.
- 6.2** Should the deadlines not being met be attributable to force majeure, strikes, lockouts or other events outside the deliverer's field of influence, the deadlines shall be appropriately prolonged.
- 6.3** Should the deliverer be delayed, the orderer can – provided he can substantiate his having incurred a loss – demand indemnity for each completed week of delay of 0.5 % in each instance, however, totalling at the most 5 % of the price for that part of the delivery that could not be put into proper operation due to the delay.
- 6.4** Both the orderer's claims for compensation due to delay to a delivery as well as claims for compensation instead of the work or service exceeding the limits set down in Clause 6.3 shall be excluded in all cases of delayed delivery, even after the deadline for the delivery set for the deliverer has elapsed. This shall not pertain, in as much as in all cases of intent, gross negligence or due to injury to life or limb, liability shall be mandatory. The orderer shall only be able to withdraw from the agreement within the framework of the legal stipulations, in as much as the delay in delivery is the deliverer's responsibility. A change to the onus of proof to the orderer's disadvantage is not connected with the above-mentioned regulations.
- 6.5** The orderer shall be liable to declare on the deliverer's demand, within a reasonable period, whether he intends to withdraw from the agreement due to the delay in delivery, or insists on delivery.
- 6.6** Should shipment or delivery be delayed by more than one month after notification of readiness to deliver at the orderer's request, the orderer can be charged warehouse fees amounting to 0.5 % of the price of the objects to be delivered, however, at the most a total of 5 % of said price for each month commenced. The parties to this agreement shall be quite at liberty regarding verification of higher or lower warehouse costs.

7. Defects of quality and legal flaws

- The deliverer shall be liable for defects of quality as follows:
- 7.1** All those parts or services shall be remedied, delivered anew or provided anew free of charge according to the deliverer's choice which had a defect of quality within the statute of limitations – irrespective of the duration of operation, provided that the cause existed at the time of risk being transferred.
- 7.2** Claims for defects of quality shall become barred by the statute of limitations in 12 months. This shall not pertain, in as much as the law in accordance with §§ 438 Clause 1 No. 2 (structures and structural parts) 479 Clause 1 (claim for recourse) and 634 a Clause 1 No. 2 (structural defects) BGB prescribes longer periods, as well as in cases of injury to life and limb, in the deliverer's malicious or grossly negligent breach of duty and in fraudulent concealment of a defect. The legal stipulations for time limit interruption, interruption and restarting the time limits shall remain unaffected.
- 7.3** The orderer shall notify the deliverer of any defects immediately in writing.
- 7.4** With notices of defect, the orderer's payments may be retained to the extent that is in a fair and reasonable proportion to the quality defects incurred. The orderer can only retain payments, if a notice of defect is enforced, about the justification of which there is no doubt. Should notice of defect be made wrongly, the deliverer shall be entitled to demand replacement of the expenses incurred by him from the orderer.
- 7.5** The deliverer shall be initially entitled to an opportunity to remedy matters within a fair and reasonable period.

- 7.6** Should this remedy be abortive, the orderer – irrespective of any claims for compensation as per Subclause 8 – shall be able to withdraw from the agreement or reduce payment.
- 7.7** Warranty claims shall not pertain with deviations only being inconsiderable from the property agreed upon, with inconsiderable impairment of serviceability, in natural wear or damage, occurring after the transfer of risk as a consequence of incorrect or negligent treatment, with extreme strain, unsuitable operating materials, defective construction work, unsuitable building site or due to special influences, which according to the agreement are not presumed, as well as in non-reproducible software errors. Should improper alterations or repair work be carried out by the orderer or third parties, then there shall likewise be no warranty claims valid for them and the concomitant consequences.
- 7.8** The orderer's claims for expenses necessary for the purpose of remedying matters, particularly transport, travelling, work and material costs shall be excluded, in as much as said expenses increase, due to the fact that the object of delivery has been subsequently transferred to a location other than the orderer's branch, unless transference conforms to proper use.
- 7.9** The orderer's claims for recourse against the deliverer as per § 478 BGB (contractor's recourse) shall only pertain, in as much as the orderer has not concluded any arrangements with his customer exceeding the mandatory warranty claims. Subclause 7.8 shall be correspondingly valid for the extent of the orderer's claim for recourse against the deliverer in accordance with § 478 Clause 2 BGB.
- 7.10** For the rest, Subclause 8 (miscellaneous claims for compensation) shall be valid for claims for compensation. Further claims from the orderer or claims from the orderer different from those mentioned above against the deliverer or his vicarious agents for a defect in quality shall be excluded. Should there be legal flaws, the above-mentioned stipulations (Subcl. 7.1.-7.10) shall pertain analogously.
- 7.11** Reconsignments shall only be permitted with our approval in writing. Offsetting with other claims shall not be admissible in any event. We shall charge a processing fee of at least 30% of the shipped goods value for reconsignments not caused by our fault. Goods or special executions shall be excluded from exchange or crediting.

8. Miscellaneous claims for compensation

- 8.1** The orderer's claims for compensation and indemnity (hereinafter referred to as: claims for compensation) – no matter for what legal reason – in particular for infringement of obligations arising from contractual obligations and wrongful acts, shall be excluded.
- 8.2** This shall not pertain, in as much as liability is mandatory, e.g. in accordance with the Product Liability Act, in cases of intent, gross negligence, due to injury to life or limb, as a result of infringement of essential contractual obligations. However, the claim for compensation for infringement of essential contractual obligations shall be restricted to foreseeable damage typical of agreements, provided that intent or gross negligence do not pertain or there is liability due to injury to life and limb. A change to the onus of proof to the orderer's disadvantage is not connected with the above-mentioned regulations.
- 8.3** In as much as the orderer does have claims for compensation in accordance with this Subclause, said claims shall become barred by the statute of limitations with expiration of the statute of limitations valid for the claims for compensation in accordance with Subcl. 7.2. In cases of claims for compensation in conformity with the Product Liability Act, the mandatory provisions for the statute of limitations shall pertain.

9. Applicable law, place of jurisdiction

9.1 German substantive law shall be valid for all legal relations between the deliverer and orderer to the exclusion of the Convention of the United Nations concerning Agreements for International Sales of Goods (CISG).

9.2 The place of jurisdiction is the court responsible for the deliverer. The deliverer shall, however, be entitled to institute legal proceedings at the orderer's office location.

10. Binding force of the agreement

Even if individual stipulations of the agreement should be legally invalid, the remaining elements of said agreement shall not be affected thereby. This shall not pertain, if adhering to the agreement would represent unreasonable hardship for one of the parties.

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