

General Sales Terms & Conditions

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1. Scope

Our general sales terms and conditions apply exclusively. We do not recognize any customer provisions that conflict with or deviate from ours unless we have expressly agreed to their validity in writing. Our general sales terms and conditions shall also apply if we carry out the delivery to the customer without reservation, knowing that the customer's terms conflict with or differ from ours. Our conditions also apply to all future business with the customer.

2. Conclusion of contract, acceptance, delay

Information on the subject of the delivery or service (e.g. weights, dimensions, utility values, resilience, tolerances and technical data) are descriptions or markings. These can only give rise to stricter liabilities, if we have expressly guaranteed their binding nature in writing. Customary deviations and deviations that occur due to legal regulations or represent technical improvements are permitted, provided they do not impair the usability for the contractual purpose. We reserve all rights to offers, cost estimates, tools, aids, samples, images, descriptions, models, calculations, and other documents provided by us or third parties and made available to the customer. Without our consent, the customer may not make these objects available to third parties, disclose them or use them himself or through third parties, or reproduce them. At our request, the customer must return these items and any copies in full if they are no longer needed in the ordinary course of business or if negotiations have not led to the conclusion of the contract. Contracts based on our offers and cost estimates are to be treated confidentially.

If the customer requests changes that deviate from the delivery contract, these can only be agreed jointly, taking into account any additional costs and postponements. Insignificant defects do not entitle the customer to refuse acceptance.

If no acceptance has been agreed on site or has taken place, the invoice issued is deemed to be a notification of the completion of the service. Partial deliveries are permitted provided that this is not unreasonable for the customer.

The specified delivery times are non-binding, unless otherwise agreed.

The beginning of a delivery time specified by us presupposes the clarification of all related technical questions as well as the timely and proper fulfilment of the customer's obligations. In the event of a late or incorrect delivery by one of our suppliers, the delivery time will be extended accordingly, but only if we have properly ordered. As far as we are in arrears and the customer suffers damage, we are

only liable for slight negligence in the amount of 5% of the agreed purchase price.

3. Prices, offsetting, late payment

Our prices only apply to the agreed services and scope of delivery. Additional and special services will be charged separately.

Unless otherwise expressly agreed, the FCA freight position (INCOTERMS 2010) applies.

Our invoices are net and are payable immediately net cash, unless otherwise agreed. The timely payment depends on the receipt of the money. Deduction of discount requires special written agreement. If applicable, the departure weight is decisive for the calculation.

If the customer defaults on payment, we are entitled to interest on arrears in the amount of 8 percentage points above the base rate p.a. announced by the European Central Bank. to promote. If we can demonstrably incur a higher damage caused by delay, we are entitled to assert this.

If a delivery or service is carried out as agreed later than four months after the contract is concluded and in the meantime the prices of our upstream suppliers, the costs incurred by us or taxes to be paid by us or new taxes are introduced or we increase our prices in general, we are entitled to the Adjust the price accordingly, unless the price has been expressly confirmed as a fixed price.

Withholding payments due to counterclaims or offsetting against counterclaims is not permitted, unless the counterclaims are undisputed, legally binding or ready for decision.

In the event of a delay in payment and justified doubts as to the solvency or creditworthiness of the customer, we are authorized - without prejudice to our other rights - to request advance payment for deliveries that have not yet been carried out and to immediately call all claims from the business relationship due. Our delivery obligations are suspended as long as the customer is in arrears with a due payment. If the security is not provided within two weeks without a legitimate reason, we are entitled to withdraw from the contract without prior notice.

4. Dispatch, transfer of risk, place of performance

For dispatch, the INCOTERMS (2010) expressly agreed between the parties apply. If no express shipping regulations have been made, the following applies: FCA Plettenberg, Kahley plant.

If dispatch or delivery is delayed due to a circumstance, which lies within the cause of the purchaser, the risk passes to the purchaser when the readiness for delivery is indicated. The customer bears the storage costs after the transfer of risk.

If the customer is in default of acceptance, we are entitled to demand compensation for the expenses we incur.

5. Force majeure

Cases of force majeure and other disruptive events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions or failures of upstream suppliers, lack of energy or raw materials, traffic disruptions as well as strikes, lockouts and official orders), exempt us from our contractual obligation to deliver for the duration of this disruptive event.

6. Assemblies and services

Insofar as is necessary for the contractual implementation of assembly and services, the customer is obliged to fulfil the requirements necessary for the performance of our service (including earthworks or construction work, provision of hoists, scaffolding, fuels, as well as connections, interfaces) unless these preparations or tools are an explicit part of contractual performance obligation. The customer also provides the safety equipment required under applicable accident prevention and other regulations, including personal protective devices.

Unless otherwise agreed, the customer provides our staff with accommodation, changing and cleaning facilities as well as sanitary facilities free of charge.

Unless otherwise agreed, the customer undertakes to provide suitable auxiliary personnel and auxiliary materials as well as electricity, water and the like at the place of execution of the order at his own expense according to our instructions. Auxiliary personnel are deemed to be vicarious agents or vicarious agents of the customer.

7. Claims for defects

The customer must immediately check whether the delivered item or service is of the contractually agreed nature and is suitable for the intended purpose.

To the exclusion of further rights of the customer, we have to rectify any defects in the delivered goods or services at our discretion or to deliver defective items or to remedy services (supplementary

performance). If the subsequent performance fails after a second deadline, the customer can reduce the remuneration (reduction) or withdraw from the contract at his own discretion in accordance with the statutory provisions. In the event of withdrawal, the customer is responsible for the destruction and deterioration of the item as well as undrawn uses in the event of intent and negligence. The provisions of §§ 282 and 283 BGB remain unaffected. We are entitled to refuse supplementary performance in accordance with the statutory provisions. The customer bears the burden of proof that the prerequisites for the claims for breach of duty are met. This also applies to fault on our part. Section §476 BGB remains unaffected.

Rejected goods may only be returned with our express consent. If the complaint is justified, we will reimburse the cost of the cheapest shipping route.

If the customer unjustly raises the notice of defects, we can invoice the resulting effort. This does not apply if the customer is not at fault.

8. Liability, prohibition of assignment

If our operating and maintenance instructions are not followed, changes are made to the item, parts are replaced or consumables are used that do not meet the original specifications, all rights due to the material defect shall lapse, unless the customer refutes our claim that one of the aforementioned reasons caused the material defect.

We are only liable for intent and gross negligence.

We are only liable for slight negligence in the event of a breach of essential contractual obligations (contractual obligations, the fulfilment of which makes the execution of the contract possible in the first place). In the event of slight negligence, liability is limited to the typical damage that was foreseeable when the contract was concluded. Regardless of this limitation, we are liable for damages in accordance with the following regulations: - We are liable in accordance with the provisions of the Product Liability Act and for defects that we have maliciously concealed or the absence of which we have guaranteed.

We are also liable insofar as the reason and the amount of our liability insurance cover. Liability insurance is based on the General Conditions for Liability Insurance (AHB). Processing and activity damage as well as damage to rented items are expressly insured. Liability for compensation going beyond this provision is irrespective of the legal reason, whether due to liability for defects, the breach of obligations arising from the contractual relationship, another contractual legal reason, tort or another legal basis and regardless of whether it is a compensation in addition to or instead of the service is excluded. The above regulations do not apply to liability due to injury to life, limb or health.

9. Limitation

Claims for defects become statute-barred 12 months after delivery of the delivery item, unless a longer limitation period is stipulated by law.

10. Retention of title

All delivered goods remain our property (goods subject to retention of title) until all claims have been fulfilled, in particular also the respective balance claims that we are entitled to in the course of the business relationship (balance reservation). This also applies to future and conditional claims, e.g. from changes in acceptors, and also when payments are made on specially designated claims. This balance reservation expires with the settlement of all outstanding receivables at the time of payment and covered by this balance reservation.

Processing and processing of the goods subject to retention of title take place for us as a manufacturer within the meaning of § 950 BGB without binding us. The processed goods are considered reserved goods. If the customer processes, combines and mixes the goods subject to retention of title with other goods, we are entitled to co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If our property expires as a result of connection or mixing, the customer is already transferring the ownership rights to which he is entitled to the new stock or the item to the extent of the invoice value of the reserved goods and shall store them for us free of charge. Our co-ownership rights are considered reserved goods.

The customer may only sell the goods subject to retention of title in the ordinary course of business under his normal terms and conditions and as long as he is not in default, provided that the claims from the resale pass to us. He is not entitled to dispose of the reserved goods in any other way. The claims from the resale of the goods subject to retention of title, together with all the collateral that the customer acquires for the claim, are already assigned to us. They serve as security to the same extent as the reserved goods. If the reserved goods are sold by the customer together with other items not supplied or created by us, the claim from the resale is assigned to us in the ratio of the invoice value of the reserved goods to the invoice value of the other sold items. When we sell things in which we have co-ownership shares, a part corresponding to our co-ownership share is assigned to us.

The customer is entitled to collect claims from the resale. This direct debit authorization expires in the event of our revocation, but at the latest in the event of a delay in payment, non-payment of a bill of exchange or application to open insolvency proceedings. We will only exercise our right of

withdrawal if it becomes apparent after the conclusion of the contract that our payment claim from this or from other contracts with the customer is endangered by the customer's inability to pay. At our request, the customer is obliged to inform his customers immediately of the assignment to us and to inform us of the need for collection to provide the necessary documents. The customer must inform us immediately of any attachment or other impairments by third parties. The customer bears all costs that must be used to cancel access or to return the reserved goods, unless they are replaced by third parties. If the customer is in default of payment or does not honour a change on the due date, we are entitled to take back the goods subject to retention of title and, if necessary, to enter the customer's business for this purpose and to sell them in the best possible way, taking into account the remuneration. The same applies if it becomes apparent after the conclusion of the contract that our payment claim from this contract or from other contracts with the customer is endangered by the customer's lack of performance. The withdrawal is not a withdrawal from the contract. Insolvency regulations remain unaffected. If the realizable value of the existing collateral exceeds the secured receivables including ancillary receivables (interest, costs or similar) by a total of more than 50%, we are obliged to release collateral of our choice at the request of the customer.

11. General provisions

German law applies exclusively to the entire legal relationship between us and the customer. The place of jurisdiction in commercial business transactions is Plettenberg.

Should a provision in these terms and conditions or a provision in supplementary agreements be or become ineffective in whole or in part, this shall not affect the validity otherwise. Instead of the ineffective provision or the ineffective part of the provision, the legally effective regulation that comes closest to the purpose pursued with the ineffective provision applies.