

TERMS & CONDITIONS

General terms and conditions

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General terms and conditions of sales

§ 1 Scope of application, conclusion of contract, written form

(1) Our general terms and conditions apply to business transactions with entrepreneurs, legal entities under public law and special funds under public law. They apply to all offers, deliveries and services, unless a different agreement is being made for individual cases. In context of permanent business relationships, they also apply to all future businesses, without the need being referred to again.

(2) The customer accepts these conditions as binding by placing an order as well as by accepting the order confirmation or our deliveries and services.

(3) Conflicting or deviating conditions of the customer are hereby objected explicitly. Our general terms and conditions also apply if we deliver or perform, without reservation, in the knowledge of conflicting or deviating conditions of the customer.

(4) Our offers are subject to change and non-binding unless it is otherwise explicitly stated. A contract is only concluded with the customer when we accept the customer's order in written form by issuing an order confirmation or by executing the delivery or service. The acceptance period for us is 8 days from receipt of the order.

(5) Guarantees of state, quality or durability, quality agreements or explanations for the use of the delivered goods as well as other subsidiary agreements are only valid in case of doubt, if they exist in written form. Agreements and information in our offers regarding the nature or use of the delivered goods take priority over the information that results from our brochures, drawings, descriptions, price lists and other documents.

(6) Commitments and declarations that do not come from a generally authorized person who is able to represent us are only effective if we confirm them in written form.

§ 2 Prices

(1) Our prices are in EURO and ex works Öschingen or a location specified by us, excluding packaging, plus value-added taxes at the respective statutory rate. Packaging is at the customer's expense and is no subject for returns.

(2) Our price calculation is based on the cost structure at the time of our offer. If these costs increase between the time of our offer and the delivery, we are permitted to adjust the prices accordingly.

(3) Samples and designs that we produce on customer's request will be invoiced additionally even if they are not included in the initial order.

§ 3 Terms of payment, partial deliveries, offsetting and right of retention

(1) Payments must be made to our paying agent within 30 days net payment or within 14 days with 2% discount, unless otherwise agreed. Delay of payment occurs on the first day after the due date.

(2) We are free to accept checks, only used for payment. In each case the customer bears the costs of discounting and collection. In the case of payments by check, payment is only considered deemed when the check has finally been cashed and no longer can be the matter of recourse.

(3) For first-time buyers, we reserve the right to demand payment in advance or cash on delivery.

(4) In case that a customer payment is being delayed, exchange to protests occurs, or other circumstances become known that are likely to reduce the customer's creditworthiness, all of our claims to be paid immediately regardless of the agreed payment periods or the duration of any bills accepted. In this case, we are also entitled to perform remaining, contracted services only against prepayment.

(5) We are entitled to make partial deliveries and to invoice them separately.

(6) The customer can only offset counterclaims or justify the right of retention in cases that are accepted by us or legally established.

§ 4 Delivery time and delay

(1) If deliveries are not from our stock, orders are only accepted under constrain of correct and timely delivery of ourselves.

(2) In case of doubt, the specified delivery time is only to be referred to as an approximate date. It starts with the date of the order confirmation, but not before all details of the order execution have been clarified and all performance requirements to be created by the customer, partial payments, have been met. The delivery deadlines are met, if at least the readiness for dispatch has been communicated by the end of the delivery period.

(3) Disruptions in business operations for which we are not responsible, in particular due to industrial disputes, cases of force majeure, unforeseeable malfunctions, official interventions both with us and with our upstream suppliers and subcontractors extend the delivery time accordingly. We are not responsible for these circumstances, even if they arise during an already existing delay. If these obstacles make our performance impossible in long term, we are entitled to withdraw from the contract altogether or partially. There is no option for claims for damages due to such a withdrawal.

(4) After the end of the delivery period we are entitled to deliver; If the customer cannot or does not want to take delivery of the goods at this point of time, we are entitled to have the goods stored at the expense and risk of the customer, or to store them at the cost of a freight forwarding storage fee, and to charge the entire delivery including storage costs for immediate payment. All resulting additional costs will be invoiced separately.

(5) In the case of call orders, unless otherwise agreed, we are entitled to decide how to spread the production over a period of 14 days. Call orders must be called at latest within 8 weeks from the date of our order confirmation. After this period has expired, we are entitled to deliver and invoice without call.

§ 5 Danger and transportation risk

(1) The risk passes to the customer if he is in delay of acceptance or the goods are sent to him, even if free delivery has been agreed or we carry out the transport with our own resources. The customer is in delay of acceptance if we notify him that the goods are ready for dispatch and a reasonable period of acceptance passes by.

(2) Transport insurances are only being made by us at the explicit written request of the customer and at his expenses.

§ 6 Customer rights in case of claims

(1) Changes to the delivery item that are based on intended or excessive wear and tear, incorrect or negligent treatment by the customer or third parties, weather or other external influences do not represent defects of quality unless we are responsible for these circumstances. Likewise, only insignificant deviations from the owed quality, are standard quality tolerances.

(2) A reference to technical standards does not resemble a guarantee of quality.

(3) The customer guarantees that the samples, material and other information and specifications provided by him are suitable and accurate and that they correspond to the actual circumstances. If this is not the case, the customer must compensate us for the additional work caused by this.

(4) Obvious defects must be reported by the customer immediately, at the latest within 8 days after delivery of the goods, defects that reveal themselves later, are to be reported at the latest within 8 days after discovery. These periods are deadlines. Any notice of defects must be made in written form, stating precisely the alleged individual defects.

(5) We are entitled, considering the interests of the customer and the type of defect, to determine the type of supplementary performance (rectification of the defect or replacement delivery).

(6) § 7 applies to claims for damages due to defects.

(7) Claims for defects by the customer become statute-barred, unless we are liable due to intent or the law prescribes longer periods, in 12 months from the transfer of risk. This limitation period applies to all claims, including claims for compensation for consequential damage, which are related to any defects.

(8) Claims of the customer due to expenses required for the purpose of supplementary performance are excluded, if the expenses increase because the object of the delivery was subsequently moved to a location other than the destined customer's branch office, unless this corresponded to the intended use of the delivered goods.

§ 7 General limitation of liability

(1) We are liable for customer claims for damages and reimbursement of any kind, regardless of the legal reasons, only

- in the event of culpable injury to life, limb or health,
- for defects that we have maliciously concealed or we have guaranteed to be absent,
- in the event of defects in the delivery item, insofar as we are liable under the Product Liability Law for persons or property damage to privately used items or
- in the event of intent or gross negligence on our side.

(2) We are also liable for simple negligence in the event of an at least negligent breach of a contractual cardinal obligation for which we are responsible, provided that the breach jeopardizes the achievement of the contractual purpose. In the case of defects, such a risk only exists if there are significant defects. In the event of a breach of a

contractual cardinal obligation, our liability is limited to the foreseeable damage typical for such a contract, unless there is intent or gross negligence or the damage results from the at least negligent injury to life, limb or health.
(3) If our liability is excluded or limited, this also applies to the personal liability of our employees, representatives and vicarious agents.

§ 8 Reservation of title, right of lien

- (1) We reserve the ownership of all goods belonging to us until the customer has fulfilled all claims from the entire business relationship, including those from subsequent contracts.
- (2) If the goods in our ownership are mixed, blended or combined with other objects, the customer hereby assigns his ownership or co-ownership rights to the new object to us.
- (3) The customer may sell the goods in our ownership in the normal course of business if the customer is not in delay of payment; transfer by way of security or pledge is not permitted. The customer hereby gives away his or her responsibility for the goods from sale or for any other legal reason, e.g. in the event of damage or loss against insurance companies, transport companies or the damaging party, to us.
- (4) In the event of behavior contrary to the contract, in particular in the event of late payment, or in the event of bankruptcy of the customer, we can request return. In case of doubt, no withdrawal from the contract lies in the taking back of the goods and seizure at our request, unless otherwise required by statutory provisions.
- (5) Because of all claims from the business relationship between the customer and us, we have a right of lien on all materials handed over to us by the customer.
- (6) At the request of the customer, we undertake to release the safeguards to which we are entitled if their value exceeds the total claims to be safeguarded by more than 20%.

§ 9 General terms

- (1) Estimates, indications, drafts, drawings, illustrations, calculations and other documents produced by us, unless the order is placed, remain our property and may not be used, reproduced or made accessible to third parties without our consent.
- (2) The place of fulfillment for all obligations from the customer's order is Mössingen / Öschingen.
- (3) The place of jurisdiction for all disputes, including bills of exchange and checks, is Tübingen for legal transactions with businesspeople, legal entities under public law and sponsors of public law. The place of jurisdiction Tübingen also applies to business partners who have no general place of jurisdiction within the territory of the Federal Republic of Germany.
- (4) The legal relationships are also subject to German law in business transactions with foreign customers. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- (5) If a provision or part of a provision of these terms and conditions is ineffective, the effectiveness of the remaining terms and conditions are not affected. The contracting parties are obliged to replace the ineffective provision with a provision that comes as close as possible to its economic success.
- (6) We would like to point out that we are saving the customer's data in accordance to the contractual relationship and in accordance to the § 27 ff. BDSchG (Federal Data Protection Act – Bundesdatenschutzgesetz).

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