

§ 1 Scope

1. These terms of sale apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 Paragraph 1 of the German Civil Code, regardless of their legal domicile. We only recognize conflicting or deviating terms and conditions of the customer if we expressly agree to their validity in writing.

2. These terms of sale also apply to all future transactions with the customer, insofar as legal transactions of a related nature are concerned.

3. Individual agreements made with the buyer in individual cases (including ancillary agreements, additions, and changes) always take precedence over these conditions of sale. Subject to proof to the contrary, a written contract or our written confirmation is decisive for the content of such agreements.

§ 2 Offer and conclusion of contract

If an order is to be regarded as an offer according to § 145 BGB, we can accept it within two weeks.

§ 3 Documents Provided

We reserve the right of ownership and copyright to all documents provided to the customer in connection with the placing of the order, including in electronic form. These documents may not be made accessible to third parties unless we give the customer our written consent. If we do not accept the customer's offer within the period of § 2, these documents must be returned to us immediately.

§ 4 Prices and Payment

1. Unless otherwise agreed in writing, our prices apply ex works, excluding packaging/pallets/document creation and plus any statutory value added tax at the applicable rate. The costs of packaging/pallets/document creation will be invoiced separately.

2. If we have organized the transport, the costs incurred will be invoiced separately.

3. Payment of the purchase price must be made exclusively to the account specified in the invoice. The deduction of cash discount is only permissible with a special written agreement.

4. Unless otherwise agreed, the purchase price is payable within 15 days of delivery. Interest on arrears will be charged at a rate of 5% above the respective Base interest rate p.a. calculated. The assertion of a higher damage caused by default remains reserved.

5. Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries made 3 months or later after the conclusion of the contract.

§ 5 Rights of Retention

The customer is only authorized to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

§ 6 Delivery time

1. The beginning of the delivery time specified by us presupposes the timely and proper fulfilment of the customer's obligations. The exception of the unfulfilled contract remains reserved.

2. If the customer is in default of acceptance or if he culpably violates other obligations to cooperate, we are entitled to demand compensation for the damage incurred, including any additional expenses. Further claims remain reserved. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item passes to the

customer at the point in time at which he defaults in acceptance or as a debtor.

3. In the event of a delay in delivery that is not caused by us intentionally or through gross negligence, we shall be liable for each completed week of delay within the framework of a flat-rate compensation for delay amounting to 3% of the delivery value, but no more than 15% of the delivery value.

4. Other legal claims and rights of the customer due to a delay in delivery remain unaffected.

§ 7 Retention of title

1. We reserve ownership of the delivered item until all claims from the delivery contract have been paid in full. This also applies to all future deliveries, even if we do not always expressly refer to this. We are entitled to take back the purchased item if the customer behaves in breach of contract.

2. The customer is obliged to treat the purchased item with care if ownership has not yet passed to him. In particular, he is obliged to insure them adequately at his own expense against theft, fire, and water damage at replacement value. If fumigation work must be carried out, the customer must carry this out in good time at his own expense. As long as ownership has not yet passed, the customer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of a lawsuit in accordance with § 771 ZPO, the customer shall be liable for the loss incurred by us.

3. The customer is entitled to resell the reserved goods in normal business transactions. The customer assigns to us the claims against the customer from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including value added tax). This assignment applies regardless of whether the purchased item has been resold without or after processing. The customer remains authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have been suspended.

4. The handling and processing or transformation of the purchased item by the customer is always carried out in our name and on our behalf. In this case, the purchaser's expectant right to the purchased item continues with the transformed item. If the purchased item is processed with other items that do not belong to us, we acquire co-ownership of the new item in relation to the objective value of our purchased item to the other processed items at the time of processing. The same applies in the event of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer transfers proportionate co-ownership to us and keeps the resulting sole ownership or co-ownership safe for us. To secure our claims against the customer, the customer also assigns to us such claims that accrue to him against a third party as a result of the connection of the goods subject to retention of title with property; we already accept this assignment.

5. We undertake to release the securities to which we are entitled at the request of the customer if their value exceeds the claims to be secured by more than 20%.

§ 8 Warranty and notification of defects as well as recourse/manufacturer's recourse

1. The customer's warranty rights presuppose that he has duly fulfilled his obligations to examine and give notice of defects according to § 377 HGB.

2. Claims for defects expire 12 months after the

goods delivered by us have been delivered to our customer. The statutory limitation period applies to claims for damages in the event of intent and gross negligence as well as injury to life, limb and health, which are based on an intentional or negligent breach of duty by the user.

Prior to returning the goods our permit is to be requested.

3. If, despite all due care, the delivered goods show a defect that was already present at the time of the transfer of risk, we will either repair the goods or deliver replacement goods, subject to timely notification of defects. We must always be given the opportunity to remedy the defect within a reasonable period of time. Claims for recourse remain unaffected by the above regulation without restriction.

4. If the supplementary performance fails, the purchaser can - without prejudice to any claims for damages - withdraw from the contract or reduce the payment.

5. Claims for defects do not exist in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable equipment or due to special external influences arise which are not required under the contract. If the customer or third parties make improper changes, there are no claims for defects for these and the resulting consequences.

6. Claims by the customer for the expenses required for the purpose of supplementary performance, in particular transport, travel, labor and material costs, are excluded if the expenses increase because the goods delivered by us were subsequently sent to a location other than the branch of the customer has been brought, unless the shipment corresponds to its intended use.

7. The customer's right of recourse against us only exists insofar as the customer has not made any agreements with his customer that go beyond the legally mandatory claims for defects. Paragraph 6 also applies accordingly to the extent of the customer's right of recourse against the supplier.

§ 9 Miscellaneous

1. This contract and the entire legal relationship between the parties are subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).

2. Place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is our place of business, unless otherwise stated in the order confirmation.

3. All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.