

General Provisions – Scope

Our goods and services are provided exclusively subject to the General Terms and Conditions of Sale and Delivery set forth hereinafter. These General Terms and Conditions also apply to all future transactions between the Parties, without any repeated reference hereto being necessary. They apply even if we do not expressly refer to them in later contracts and/or agreements, and in particular apply even if we are aware of terms and conditions of business of the customer that contradict or vary from our General Terms and Conditions of Sale and Delivery and we nonetheless provide goods and/or services to the customer without reservation. We reject any terms and conditions of the customer that vary herefrom, unless we have expressly consented in writing to the application thereof.

Our General Terms and Conditions of Sale and Delivery apply only vis-à-vis enterprises (Unternehmen) within the meaning of § 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB), legal entities organized and existing under public law, and public-law special funds pursuant to § 310 BGB. Entrepreneurs (Unternehmer) within the meaning of § 14 BGB are natural persons or legal entities or legally competent partnerships that, in concluding the legal transaction in question, are acting within the scope of their commercial or independent professional activity.

Bids – Entry into Contracts and Agreements – Content of Services

(1) The quotations we offer to the customer are non-binding. The customer's order is binding within the meaning of § 145 BGB. We reserve the right to reject the order in writing within 2 weeks after receipt thereof. A contract shall, however, be deemed to exist between the Parties by no later than the time at which the goods or services ordered are provided without reservation as of the agreed delivery time.

(2) Upon entering into contract negotiations with us, the customer is required to notify us in writing of any special requirements that apply to our goods and/or services with regard to the specific quality and intended purpose thereof, as well as to notify us of any other risks that could arise as a result of the customer's use of the goods and/or services.

(3) We reserve ownership rights and copyright to figures, illustrations, drawings, calculations, plans, and other documents; this applies in particular to all documents designated as "confidential." These documents must not be made accessible to third parties except with our express written consent, and must be returned to us at no charge upon request. Reproduction or duplication of such records and documentation is permitted only as dictated by the needs of the business and only subject to the provisions of copyright law.

(4) The Parties agree to treat all commercial and technical details that are not public knowledge and to which they become privy as a result of the business relationship between them as business and trade secrets.

(5) The documents pertaining to our bid, including, in particular, figures, illustrations, drawings, information on weights and measurements, data on performance and consumption, and the technical data and descriptions in the pertinent product information documents or advertising materials are non-binding and subject to change. They constitute neither an agreed quality nor a warranty of a specific quality or durability with regard to the goods or services to be provided by us, except where otherwise agreed between the Parties.

(6) In the case of sales following provision of a sample, these documents merely represent that the pertinent goods and/or services will be in accordance with the sample and be provided professionally, but do not constitute provision of a warranty within the meaning of § 276 Para. 1 BGB or a warranty of a specific quality or durability within the meaning of § 443 BGB with regard to the goods to be provided by us.

(7) If the goods delivered are used outside of Germany, the scope of the goods delivered shall, with regard to occupational safety and health and environmental protection equipment, be in accordance with the agreement entered into between the Parties and, in the event of any doubt, in accordance with the laws and regulations in force in the Federal Republic of Germany. The customer is responsible for compliance with legal and other regulations at the site where the equipment is used.

(8) If standard commercial clauses with regard to the type of delivery are agreed between the Parties, they shall be interpreted in accordance with the Incoterms published by the International Chamber of Commerce (ICC) in Paris, in the then-current version thereof, unless otherwise expressly agreed in writing between us and the customer

Prices – Payment Terms – Default of Payment

(1) The prices agreed upon entry into the pertinent agreement apply. If no price has been expressly stated, or if the customer purchases the goods in question at list prices, the valid prices stated in our price list as of the date of delivery apply. Unless otherwise agreed in the individual case, prices apply exclusive of packaging, insurance, and other ancillary expenses and charges. Please also see the provisions of Section V hereof, "Delivery – Passage of Risk."

(2) Our prices do not include the value-added tax required by law; this tax will be shown separately in the invoice, at the statutory rate applicable on the billing date.

(3) No prompt payment discount (Skonto) shall apply except as agreed separately in writing between the Parties.

(4) Unless otherwise agreed in the individual case, the purchase price shall fall due for payment net (without deductions) within 30 days as from the invoice date. The statutory rules on the consequences of default of payment apply.

(5) We are entitled to apply payments received first to older receivables, then to costs and interest associated with the principal, and only then, finally, to the principal itself. The customer shall have no rights of setoff or withholding of consideration except where its counterclaims have been established with final, binding legal force, or where we acknowledge or do not dispute such claims. Furthermore, the customer shall have a right to withhold consideration only if the counterclaim asserted is based on the same contractual relationship as our claim.

(6) Price adjustments are permitted if a period of more than four months elapses between the time at which the agreement is entered into and the agreed delivery time. If, after entry into the agreement and before the completion of the delivery, there should be an increase of more than five percent in wages, costs of materials, or cost prices in line with the market, we are entitled to raise the price by an appropriate amount commensurate with the cost increase. In the case of price adjustments based on changes requested by the customer or changes in the customer's specifications, the customer is obligated to enter into an appropriate agreement with us.

Delivery Times – Default – Force Majeure

(1) Compliance with agreed delivery times and/or release deadlines presupposes timely, proper fulfillment of the customer's obligations. These include the obligation to provide the documents, authorizations, permits, and approvals to be obtained by the customer and compliance with the agreed payment terms. We reserve the right to assert the defense of unperformed contract (Einrede des nicht erfüllten Vertrages).

- (2) If and insofar as we are unable to comply with binding delivery times for reasons for which we are not responsible (the performance is unavailable), we will inform the customer of this circumstance without delay and, at the same time, notify the customer of the estimated new delivery times. If the performance is still unavailable during the new delivery time, we are entitled to rescind the agreement in whole or in part; we will refund any consideration already rendered by the customer without delay. For the purposes of this subsection, performance is considered to be unavailable, in particular, if we ourselves are not supplied on time by our suppliers, if we have entered into a congruent hedging transaction. Nothing herein shall affect our statutory rights of rescission and termination of the agreement or the statutory provisions concerning the reversal of the agreement in the event that the duty to perform is ruled out (e.g., in cases in which it is impossible or unreasonable to render performance and/or a cure). The customer's rights of rescission and termination pursuant to Sections VII. (Claims concerning Defects) and Section VIII. (Liability) of these General Terms and Conditions of Sale and Delivery also remain unaffected.
- (3) The time at which we are considered to be in default of delivery shall be determined in accordance with the statutory provisions. In all events, however, a warning notice from the customer is required. If we fall into default of delivery, the customer may, within the scope of the statutory provisions, rescind the agreement if, after an appropriate cure period that has been set for us has elapsed, we have not yet sent the delivery or parts. In this case, the customer is entitled to rescind the agreement with regard to the portion outstanding. The customer is not permitted to rescind the entire agreement in the case of partial deliveries except if, as a result of the delay or default, the customer is unable to use the partial delivery as intended. The customer is permitted to rescind the agreement only if and insofar as we are responsible for the delay or default. In the event of a contract involving a continuing obligation, solely the provisions of § 314 BGB shall apply.
- (4) We are liable pursuant to the statutory provisions if and insofar as the delivery delay or default is based on an intentional or grossly negligent breach of contract for which we are responsible; fault on the part of any of our representatives or agents in the performance of our contractual obligations (Erfüllungsgehilfen) is attributable to us. If and insofar as the delivery delay or default is based on a breach of contract committed through ordinary negligence, our liability is limited to the foreseeable amount of damage or loss that would typically occur in such cases.
- (5) We are entitled to make partial deliveries and render partial performance within the agreed delivery and performance times if so doing is reasonable for the customer.
- (6) If the customer falls in default of acceptance of goods or services, or if the customer culpably violates other obligations of cooperation, we are entitled to demand compensation for any damage and/or losses we incur as a result thereof, including any additional expenses incurred. We reserve the right to assert further claims.
- (7) If and insofar as the prerequisites stipulated in Para. (6) above have been met, the risk of accidental loss or deterioration of the item purchased shall pass to the customer at the time at which the customer has fallen into default of acceptance or has defaulted on its debt.
- (8) In the event of force majeure and other unforeseeable, unavoidable, unusual circumstances for which neither Party is at fault (including fire, flooding, tsunami, typhoon, hurricane, earthquake, actions taken by enemies of the state, government restrictions, prohibitions, expropriation or rationing by government authorities, embargo, civil unrest, labor disputes), the Parties are released from their obligations of performance for the duration of the disruption and in the scope of the effects thereof. This also applies if these events occur at a point in time at which the Party in question is in default. Within reason, the Parties are obligated to provide the necessary information to each other without delay and to adjust their obligations in good faith to reflect the changed circumstances. If we are prevented from delivering based on force majeure as mentioned above, we are therefore, for the duration of the disruption, entitled to reduce the delivery quantity stated in the order. If delivery or performance is delayed by a period of more than four months by an event of force majeure as mentioned above, both we and the customer are entitled to rescind the agreement with regard to the quantity affected by the disruption in delivery, without any claims to payment of damages.
- (9) In the case of contracts effected on a release order basis without any production or acceptance deadlines being agreed between the Parties, we have the right to demand that the delivery time limits or deadlines be set on a binding basis if a period of three months has elapsed as from receipt of the order and/or order confirmation, but no delivery time limits or deadlines have been specified. If the customer fails to comply with such a request within two weeks after receipt of our written demand to that effect, we are entitled to set an appropriate cure period for the customer to provide the requested statement, with a threat of rejection on our part, and, if such a period elapses fruitlessly, to rescind the agreement thereafter. We are moreover entitled to demand payment of damages for the damage and/or loss sustained as a result thereof. The foregoing provision shall also apply in the event that the customer fails to place release orders for the delivery quantities agreed in a contract on a release order basis, or to do so in the agreed amount.

Delivery – Passage of Risk

- (1) Deliveries shall be rendered FCA (loading location: Friedrichsdorf im Taunus) or another location designated by us, in accordance with Incoterms in the then-current version thereof, unless otherwise expressly agreed in writing between us and the customer.
- (2) The risk shall pass to the customer in accordance with the agreed Incoterms, and otherwise upon delivery of the items delivered to the shipper, freight forwarder, or other person or entity designated to perform the shipping, regardless of whether partial deliveries are to be made or whether the customer has assumed the costs of shipping, delivery, or other payments. If shipping is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer upon receipt of notice that the items are ready for shipping.
- (3) If and insofar as requested by the customer, we will obtain transportation insurance to cover the delivery; the customer shall bear the costs thereof.
- (4) If our items of delivery are to be shipped by us under an agreement with our customer, we shall have the choice of shipping mode and method unless we have agreed otherwise in writing with our customer. In this case as well, the foregoing provisions shall apply.
- (5) Separate agreements apply to accepting returns of packaging.

Reservation of Title

- (1) The items delivered shall remain our property until the purchase price and all other present or future receivables to which we are entitled vis-à-vis the customer under the business relations between us have been paid in full. In the event that the customer commits a breach of contract, and particularly in the event of default of payment, we are entitled to take back the items delivered, with such action constituting rescission of the agreement on our part. After taking back the items delivered, we are entitled to make commercial use thereof; the proceeds thereof must be offset against the customer's obligations, less appropriate costs of commercial use of the items.
- (2) The customer is obligated to treat the items supplied by us with care; in particular, the customer is obligated to obtain adequate insurance coverage for these items, at its own expense, against loss, damage, and destruction, such as may be caused by fire, water, or theft, up to the replacement value thereof. The customer assigns its claims under such insurance contracts to us already at this time. We accept such assignment. If and insofar as service, maintenance, and inspection work is required, the customer must perform such work on time and at its own expense.

(3) The customer is not permitted to pledge the items supplied and owned by us, or to transfer ownership thereof by way of security. In the event of distraint or other intervention by third parties, the customer is required to notify us in writing without delay so that we can file an action pursuant to § 771 ZPO (Zivilprozessordnung, Code of Civil Procedure). If and insofar as the third party in question is unable to reimburse us for the in-court and out-of-court costs of an action pursuant to § 771 ZPO, the customer is liable for any shortfall we incur.

(4) Pursuant to the provisions set forth hereinafter, the customer is entitled to resell the items supplied within the ordinary course of its business; the customer does, however, assign to us, already at this time, all receivables to which the customer becomes entitled as a result of such resale, whether vis-à-vis its own customers or third parties, and regardless of whether the item delivered was resold with or without having been processed, in the amount of the grand total of our invoice (including VAT), with this claim taking priority over the remainder of the customer's receivables. The customer remains authorized and empowered to collect on these receivables even after the assignment. Nothing herein shall affect our authority to collect on such receivables ourselves. We do, however, agree not to collect on such receivables as long as the customer complies with its payment obligations out of the proceeds collected, does not fall in default of payment, and in particular, as long as no application for initiation of composition or insolvency proceedings has been filed and payments have not been discontinued. If, however, this is the case, we are permitted to demand that the customer notify us of the claims assigned and the debtors therefor, provide us with all information necessary to collect thereupon, turn over the pertinent documents to us, and notify the debtors (third parties) of the assignment.

(5) At our request, the customer is required to provide detailed documentation of those of its receivables that have been assigned to us and to notify its debtors of the assignment, with a request that payment be remitted to us up to the amount of our claims on the customer.

(6) Processing or alteration by the customer of the items delivered by us and subject to reservation of title is always deemed to take place on our behalf, without our incurring any obligations as a result thereof. If the items delivered by us and subject to reservation of title are processed together with other items that do not belong to us, we shall become co-owners of the new item in proportion to the ratio of the value of the items supplied by us (invoice grand total, including VAT) to that of the other items processed, at the time of processing thereof. Furthermore, the same provisions shall apply to the item created through such processing as apply to the items of delivery supplied subject to reservation of title.

(7) If the items delivered by us and subject to reservation of title are inseparably mixed or combined with other items that do not belong to us, we shall become co-owners of the new item in proportion to the ratio of the value of the items supplied by us (invoice grand total, including VAT) to that of the other items mixed or combined therewith, at the time of the mixing or combination thereof. If such mixing or combination takes place such that the customer's item is to be considered the main item, it is agreed that the customer will assign co-ownership to us in accordance with our share thereof. The customer shall keep the sole property or shared property thus created in custody on our behalf. The customer is entitled to dispose, within the scope of its proper business operations, of the products newly created via processing, alteration, combination, or mixing in the ordinary course of business, as long as it complies in due time with its obligations under the business relationship with us.

(8) The customer is, however, under no circumstances authorized or empowered to resell or otherwise commercially utilize these new products by agreeing to a prohibition on assignment of claims thereto with its own customer or customers, or to pledge such new products or transfer ownership thereof by way of security. By way of security, the customer assigns to us, already at this time, its claims arising from the sale of any such new products to which we hold ownership rights, within the scope of our ownership share of the items sold. If the customer combines or mixes the items supplied with a main item, the customer assigns to us, already at this time, its claims vis-à-vis the third party in question, up to the amount of the value of our delivered items. We hereby accept such assignment.

(9) We agree to release the items of security to which we are entitled at the customer's request if and insofar as the realizable value of our items of security exceeds our claims on the customer that are to be secured thereby by more than 10%; we shall have the choice of the items of security to be released.

Claims concerning Defects

(1) Claims concerning defects on the customer's part presuppose that the customer has duly complied with its obligations to inspect the goods and/or services and complain of any defects therein pursuant to § 377 HGB (Handelsgesetzbuch, Commercial Code). Notices of defects must be rendered in writing. During the period between delivery and the time at which a complaint regarding a defect is submitted, the customer is responsible for proving that the goods delivered have been handled properly and stored in a product-specific manner.

(2) There shall be no claims concerning defects except if the customer provides us, without delay, with all information we consider necessary in order to determine the root cause of the error or fault in the items delivered and the scope of our responsibility therefor and returns the items delivered to us without delay and/or grants us an opportunity to conduct our own investigations, including on site. If an error or fault is not identified, or if no error or fault can be found, the customer shall bear the costs of the investigation into the cause thereof.

(3) Warranties of a specific quality and warranties of durability for specific features (warranted characteristics) as well as other independent warranty obligations are assumed only if and insofar as they are agreed in writing as such.

(4) In the event that a complaint regarding a defect is asserted late or not in accordance with the regulations, the customer shall forfeit its claims concerning defects unless we have maliciously concealed the defect in question.

(5) If and insofar as there is a defect in the items delivered, we are, at our option, entitled to effect a cure by either remedying the defect (remediation) or delivering a new item that is free of defects (replacement). The customer is required to provide us with the necessary time and opportunity to effect the cure owed by us, and in particular must turn over the goods that are the subject of the complaint to us for testing and inspection purposes. In the event of replacement, the customer is required to return the defective item to us in accordance with the statutory provisions.

(6) In the event of remediation of a defect, we are obligated to bear all expenditures necessary for the purpose of remediation thereof, particularly the costs of transportation, transport infrastructure, labor, and materials, provided that these costs are not increased as a result of circumstances in which the items supplied were transported to a location other than the place of performance. If, however, it should transpire that a request for remediation of a defect by the customer is not justified, we are permitted to demand that the customer reimburse us for the costs arising as a result of such circumstance.

(7) If we have failed to effect a cure, or if an appropriate cure period to be set by the customer has elapsed without success or can be dispensed with pursuant to the statutory provisions, the customer is permitted to rescind the agreement or reduce the purchase prices. The customer shall, however, have no right of rescission in the case of minor defects.

(8) Claims by the customer to payment of damages or reimbursement for lost expenditures shall exist only pursuant to the provisions of Section VIII. hereof (Liability); all other such claims are ruled out.

(9) Recourse claims on us by the customer pursuant to § 478 BGB shall exist only if and insofar as the customer has not entered into any agreements with its own customers that exceed the statutory claims concerning defects.

Liability

- (1) Unless otherwise provided in these General Terms and Conditions of Sale and Delivery, including the provisions set forth hereinafter, our liability is governed by the provisions set forth hereinafter. Claims to payment of damages or reimbursement for expenditures on the part of the customer are ruled out, regardless of the legal basis therefor, unless the damage or loss is based on an intentional or grossly negligent violation of an obligation or a breach of an essential contractual obligation by us, any of our statutory representatives, or any of our agents in the performance of our contractual obligations (Erfüllungsgehilfen). An "essential contractual obligation" is a contractual obligation whose fulfillment is essential in making it possible to duly perform the agreement in the first place; this includes, in particular, our obligation to deliver the goods that may be to be produced, including transfer of the goods delivered and provision of possession and ownership thereof.
- (2) The customer's claims to payment of damages are limited to the foreseeable amount of damage or loss typical of this type of contract, provided that we, our statutory representatives, and/or our agents in the performance of our contractual obligations (Erfüllungsgehilfen) are responsible merely for ordinary negligence.
- (3) The disclaimers and limitations of liability pursuant to the foregoing Para. (1) and (2) do not apply to claims arising from product liability. Moreover, they do not apply to damage arising from loss of life, bodily injury, or impairment of health. They furthermore do not apply if the defect in question maliciously has been concealed or a warranty for the specific quality of the items has been supplied.
- (4) The customer is not permitted to rescind or terminate the agreement with regard to a violation of an obligation that does not consist of a defect except if we are responsible for the violation of the obligation in question. The customer shall have no right to terminate the agreement at its own discretion at any time (particularly pursuant to §§ 651, 649 BGB).
- (5) The statutory prerequisites and legal consequences also apply.

Limitation Periods for Claims

- (1) The claim to a cure shall lapse 12 months after the passage of risk, or, if and insofar as present, after formal acceptance of the item delivered. The limitation period for claims shall recommence only in the event of replacement of the defective item. In the event of a cure, the recommencement of the limitation period for claims is ruled out except if the issue is demonstrably the consequences of the cure.
- (2) Claims to reduction of compensation and exercise of rights of rescission are ruled out if and insofar as the claim to performance or a cure has lapsed. Nothing herein shall affect the limitation period for claims in the event of recourse to the supplier pursuant to §§ 478, 479 BGB. It shall expire no earlier than two months after the time at which the customer has fulfilled the consumer's claims.
- (3) The limitation period of 12 months pursuant to Para. (1) above also applies to all claims for damages against us in connection with any defect. If and insofar as claims for damages are asserted without any connection with a defect, an exclusion period of 18 months shall apply, beginning as of the time at which the damage or loss and the person of the injuring party become known.
- (4) The limitation period of 12 months pursuant to Para. (1) and (3) above does not apply in the event of intent or malicious concealment of a defect. It moreover does not apply to claims for damages due to loss of life, bodily injury, or impairment of health, or to claims pursuant to the Produkthaftungsgesetz (Product Liability Act). The statutory limitation periods apply in these cases.
- (5) In the event that a cure is effected purely on a goodwill basis, such cure is effected without acknowledging any legal obligation, and recommencement of the limitation period is not associated therewith.

Industrial Property Rights – Copyright

- (1) We are liable only for claims that arise during the use of the delivered items as agreed from infringement of industrial property rights and copyrights of third parties (hereinafter "Industrial Property Rights") of which at least one right in the family of Industrial Property Rights is published either in Germany or by the European Patent Office. If and insofar as any third party asserts legitimate claims on the customer with regard to the infringement of Industrial Property Rights by delivered items supplied by us and used as agreed, we are liable to the customer, within the time limit specified in Section IX. (Place of Performance – Place of Jurisdiction – Applicable Law) (1) hereof, as follows:
 - a) With regard to the delivered item or items in question, we will either, at our option, obtain a license to use such items, modify them such that the Industrial Property Right is not infringed, or replace such items. If this is not possible for us on appropriate terms and conditions, the customer shall be entitled to the statutory rights of rescission and reduction of payment.
 - b) Our obligation to render damages shall be in accordance with Section VIII. (Liability) hereof.
 - c) The foregoing obligations shall exist only if and insofar as the customer notifies us of the claims asserted by the third party in question in writing without delay, does not acknowledge any infringement, and we retain the right to take all defensive actions and enter into all settlement negotiations. If the party that has ordered the items discontinues its use of the delivery for reasons of mitigation of damage or losses or for other important reasons, such party is obligated to notify the third party in question that such discontinuation is not associated with any acknowledgement of an infringement of Industrial Property Rights.
- (2) The customer shall have no claims if and insofar as the customer is responsible for the infringement of Industrial Property Rights.
- (3) Claims of the customer are moreover ruled out if and insofar as the infringement of Industrial Property Rights is caused by individual specifications of the customer, by a use of the items that is not foreseeable to us, or by circumstances in which the customer modifies the delivery or utilizes it together with products not supplied by us.
- (4) If and insofar as we are not liable pursuant to Section X. (1) – (3), the customer shall indemnify us and hold us harmless against all claims of third parties.
- (5) The Parties agree to notify each other in writing without delay in the event that they become aware of any risk of infringement or alleged cases of infringement, and to provide each other with the opportunity to counteract such claims by mutual accord.
- (6) Upon the customer's request, we will provide information on the use of published and unpublished Industrial Property Rights of our own and licensed Industrial Property Rights and applications therefor with regard to the item delivered.

Place of Performance – Place of Jurisdiction – Applicable Law

(1) The place of performance and place of jurisdiction for all claims between us and the customer, insofar as such customer is an entrepreneur (Kaufmann) as defined in the HGB, a legal entity organized and existing under public law, or a public-law special fund, shall be the location in which our enterprise has its registered office, unless non-waivable provisions of law stipulate otherwise. We do, however, have the right to bring a legal action against a customer in the location of general statutory jurisdiction for that customer as well.

(2) The laws of the Federal Republic of Germany apply; the application of the United Nations Convention on Contracts for the International Sale of Goods, dated April 11, 1980 (CISG), is ruled out.

Binding Nature of Agreement – Miscellaneous Provisions

(1) Should any provision of this Agreement be or become invalid or unenforceable in whole or in part, such circumstance shall not affect the validity of the remaining provisions hereof. The same applies if and insofar as it should transpire that there is a gap in the provisions hereof.

(2) All agreements entered into between us and our customer with regard to the implementation of this Agreement are set forth in writing herein.

(3) Any individual agreements entered into with the customer in individual cases (particularly side agreements, addenda, and amendments) shall, in all cases, take precedence over these General Terms and Conditions of Sale and Delivery. A written contract or agreement, or our written confirmation, as the case may be, shall govern the content of such contracts and agreements. Notices or declarations with substantial legal effect that are to be rendered to us after the time at which this Agreement is entered into are not valid unless set forth in written form.

Effective from 1st Day of Decemer 2015