

General Terms of Sale

I. Scope / offers

1. These General Terms of Sale apply to all - including all future – contracts and other supplies and services. Terms of the Buyer are not binding for us even if we do not reject them expressly after receiving them.
2. Our offers are expressly without obligations. Agreements, in particular oral agreement and assurances require our written confirmation by our sales personnel in order to be effective.
3. Documents accompanying offers, such as drawings, figures, technical specifications, references to norms and information contained in advertising material, are no warranty of certain characteristics unless confirmed expressly as such in writing.
4. Deviations of the delivered goods from offers, samples, patterns, models or leased products supplied are permitted as laid down in the respective DIN EN norms or other applicable technical norms.

II. Prices

1. Unless agreed otherwise, our prices are ex-works prices, exclusive of packaging, to which value-added tax at the respectively applicable rate should be added.
2. If the goods are delivered with packaging, we charge the packaging cost. To the extent required by law, we accept returned packaging material provided it has been delivered by us and the buyer returns it carriage paid within a reasonable period of time.

III. Payment and accounting

1. Our invoices are payable within 14 days with 2 % discount or within 30 days net without a discount, after the invoice date in each case. Payment shall be made within that period so that the invoice amount is available to us not later than on the due date.
2. Counter claims disputed by us or not determined judicially do not entitle the Buyer to withhold or set off payment.
3. We have the right to charge interest of a minimum rate of 3% above the German Federal Bank discount rate should the period allowed for payment not be adhered to, but this notwithstanding, after we have sent a reminder, we can charge interest at the rate of the applicable bank overdraft rate. We reserve the right to assert a claim for default damages over and above the foregoing.
4. To the extent to which we become aware, in retrospect, of circumstances which indicate that the financial situation of the Buyer has deteriorated significantly and which are likely to jeopardize our payment claim, we can recover the goods after granting a reasonable grace period irrespective of the term of validity of any credited bills of exchange. In addition, we can forbid the further sale or further processing of the goods delivered. In any case we can revoke direct debit mandate under clause V/5 hereof and demand advance payment or the provision of security for any outstanding deliveries. The Buyer can avoid all these legal consequences by payment or provision of security in the amount of our jeopardized payment claim.

IV. Delivery terms

1. Terms and dates of delivery are deemed to have been met if the goods are shipped from our factory by the end of the agreed date or term.

2. Terms of delivery extend appropriately in the event of an industrial dispute, in particular, strike or lockout, or the occurrence of unforeseen events which are beyond our control to the extent to which it can be proven that these events have a substantial impact on the manufacture or delivery of the goods ordered. This also applies if such circumstances affect any of our suppliers. We will inform the Buyer of any such event without delay. If the parties cannot be expected to tolerate the performance of the contract, they can withdraw from the contract.
3. If we are in default, the Buyer can withdraw from the contract at the end of a reasonable grace period granted to us if the goods have not been shipped by the end of the grace period. Damage claims for delay and non-performance are governed by Article VIII of these Terms.

V. Retention of title

1. All goods delivered remain our property (reserved goods) until all claims from the business relationship for whatever cause, including future or reserved claims, e.g., from accepted notes, are satisfied.
2. Reserved goods are processed or machined for us as manufacturer within the meaning of Section 950 BGB (German Civil Code) without placing us under any obligation. The processed or machined goods are considered as reserved goods within the meaning of Article V/1. If the Buyer processes, mixes or mingles reserved goods with other goods, we acquire co-ownership of the new goods in the proportion of the invoice value of the reserved goods to the invoice value of the other goods used in processing, mixing or mingling. If our ownership ends due to mixing or mingling, the Buyer already now transfers onto us the title to the new goods that is due to him in the proportion of the invoice value of the reserved goods and holds them in trust for us free of charge. The rights of co-ownership emerging on this basis are considered as reserved goods within the meaning of Article V/1.
3. The Buyer can only sell the goods in the ordinary course of business on his standard terms of business and as long as he is not in default. A precondition is that the claims from the resale pursuant to Articles V/5 to V/6 are assigned to us. The Buyer has no right of making any other disposition of the reserved goods.
4. The claims of the Buyer from the resale of the reserved goods are already assigned to us now. They serve the securing of claims in the same way as the reserved goods. If the Buyer resells reserved goods together with other goods not sold by us, the assignment of the claim from the resale applies only to the resale value of the reserved goods so sold. When goods are sold of which we are co-owner pursuant to Article V/2, the claim is assigned in the amount of co-ownership.
5. The Buyer can collect claims from the resale of reserved goods until we revoke consent, which we can do at any time. We will exercise the right of revocation only in cases of Article II/4. On our demand, the Buyer is obliged to inform his buyers of the assignment to us without delay, unless this is done by ourselves – and assist us in obtaining required information and documents.
6. The Buyer is obliged to inform us without delay of any attachment or other impairment by a third party.
7. If the value of the security provided exceeds the secured demands by more than 10 per cent, we are obliged, to release security of our choice upon demand of the buyer.

VI. Performance of deliveries

1. The risk in all transactions, including deliveries carriage paid or free buyer's address, passes to the Buyer at the time the goods are handed over to a forwarder or carrier, at the time the goods leave the warehouse at the latest or - in case of carriage paid business.
2. We can make partial delivery to a tolerable extent. When the goods are manufactured to order, a delivery of up to 10 % more or less than the contracted quantity is permitted.
3. In case of call orders, we can manufacture or cause the manufacture of the entire quantity ordered in one lot. Requests for changes cannot be accepted after the order has been placed unless this has expressly been agreed. Unless definite agreement has been made, call dates and call quantities can only be met to the extent of our manufacturing or delivery capacity.

VII. Liability and defects

1. We will accept defective goods back and replace them with non-defective goods if the notification of defect is justified and not delayed. In lieu of this, we can repair the defective goods provided the interests of the Buyer are observed appropriately. If the repair or replacement fails, the Buyer can demand cancellation of the contract or a reduction of the contract price. Cost in connection with the repair or replacement is borne by us under our general liability according to Article VIII.
2. The Buyer cannot invoke the claims for defect provision unless the Buyer gives us the opportunity of inspecting the defect, in particular, fails to make the complained goods or samples of the complained goods available for inspection on our demand.
3. Any other claims are excluded under the provisions of Article VIII. This refers, in particular, to claims for compensation of damage not occasioned to the goods proper (consequential damage). Our liability for the absence of assured properties is also described in Article VIII.

VIII. General limitation of liability

1. Our liability, including that of our officers and vicarious agents, for any violation of contractual or extra-contractual obligations, in particular, for default, frustration, culpa in contrahendo and tort in connection with the contract, is limited to cases of intent or gross negligence and to foreseeable damage typically associated with this kind of contract.
2. The above limitation of liability does not apply if we are responsible for violations of essential duties under the contract to the extent to which the purpose of the contract is in jeopardy, warranted characteristics are not provided and in cases of statutory liability under the Product Liability Act.

IX. Industrial property rights, copyright

1. We reserve the title and copyright to all cost proposals, drafts, drawings and other documents. These must not be disclosed to any third party without our approval. Drawings and other documents submitted in connection with offers shall be returned on request.
2. To the extent to which we have delivered any objects made to drawings, patterns, samples or other documents provided by the Buyer, the latter warrants

that no third-party rights attached to them are violated. If any third party prohibits, in particular, the manufacture and delivery of any such objects with reference to industrial property rights, we can stop all further activities in this respect without being obliged to verify the legal situation, and claim damage if the Buyer is at fault. The Buyer also undertakes to immediately indemnify and hold us harmless from all claims raised by any third party in this connection.

X. Test parts, moulds, tools

1. If the Buyer supplies any materials for the performance of the order, these, plus a reasonable additional quantity to account for possible waste, shall be made available at the production facility in time, free of cost and defect. Otherwise all cost incurred in connection with it will be to the Buyer's account.
2. The delivery of test parts, including the cost of moulds and tools, are on the account of the Buyer.
3. The title to moulds, tools, jigs and fixtures required for the manufacture of certain parts will be agreed. If such moulds, etc. are rendered unusable before the agreed number of units has been produced, the cost incurred for their replacement will be to our account. We undertake to have such moulds, tools etc. available for a minimum period of two years after the last use.
4. Our liability for tools, moulds and other manufacturing fixtures provided by the Buyer is limited to the care with which we handle our own assets. The cost of maintenance and cleaning are to Buyer's account. Irrespective of the Buyer's title, our obligation to store these items ends latest two years after the last production for which the respective mould or tool was used.

XI. Place of performance, legal venue and applicable law

1. The place of performance for our supplies and services is Bochum, Germany. The legal venue, if permitted by Section 38 Zivilprozessordnung (German Code of Civil Procedure) is the registered office of our principal place of business. We can also sue the Buyer at his place of jurisdiction.
2. All legal relationships between us and the Buyer are subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts of the International Sale of Goods of April 11, 1980.