General Terms and Conditions of Sale

§ 1 Scope, Form

(1) These General Terms and Conditions of Sale (GTCS) apply to all our business relationships with our customers ("Buyer"). The GTCS apply only if the Buyer is an entrepreneur (Section 14 German Civil Code (BGB)), a legal entity under public law, or a special fund under public law.

(2) The GTCS apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the version of the GTCS valid at the time of the Buyer's order, or in any case the version most recently communicated to the Buyer in text form, shall also apply as a framework agreement to similar future contracts without our having to refer to them again in each individual case.

(3) Our GTCS apply exclusively. Any deviating, conflicting, or supplementary general terms and conditions of the Buyer shall become part of the contract only if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent applies in all cases, for example even if the Buyer refers to its own general terms and conditions in the order and we do not expressly object to them.

(4) Individual agreements (e.g., framework supply agreements, quality assurance agreements) and information in our contractual documents shall take precedence over these GTCS.

(5) Legally relevant declarations and notices by the Buyer relating to the contract (e.g., setting of deadlines, notices of defects, withdrawal, or reduction of the purchase price) must be made in writing.

(6) Written form within the meaning of these GTCS includes written form and text form (e.g., letter, email, fax). Statutory formal requirements and further evidence, in particular in cases of doubt regarding the authority of the person making the declaration, remain unaffected.

§ 2 Formation of Contract

(1) Our offers are subject to change and non-binding. This also applies if we have provided the Buyer with catalogues, technical documentation (e.g., drawings, plans, calculations, costings, references to DIN standards), other product descriptions, or documents - including in electronic form - in which we reserve proprietary rights and copyrights.

(2) The Buyer's order for the Goods shall be deemed a binding contractual offer. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within two weeks after receipt by us.

(3) Acceptance may be declared either in writing (e.g., by confirmation) or by delivery of the Goods to the Buyer.

§ 3 Delivery Period and Delay in Delivery

(1) The delivery period shall be agreed individually or stated by us upon acceptance of the order.

(2) If we are unable to meet binding delivery periods for reasons for which we are not responsible (non-availability of performance), we shall inform the Buyer without undue delay and at the same time notify the Buyer of the expected new delivery period. If performance is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; any consideration already provided by the Buyer shall be refunded without undue delay. Non-availability of performance exists, for example, in the event of non-timely self-supply by our supplier if we have concluded a congruent covering transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not obliged to procure in the individual case.

(3) The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In every case, however, a reminder by the Buyer is required.

(4) The Buyer's rights pursuant to § 8 of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

§ 4 Delivery, Passing of Risk, Acceptance, Default of Acceptance

(1) Delivery shall be made ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the Buyer's request and expense, the Goods shall be shipped to another destination (sale by dispatch). Unless otherwise agreed, we shall be entitled to determine the type of shipment ourselves (in particular transport company, shipping route, packaging). For all orders, we reserve the right to under-deliver or over-deliver the quantity by up to 10%.

(2) In the case of call-off orders, Goods reported ready for shipment must be called off without undue delay; otherwise, after issuing a reminder, we shall be entitled, at the Buyer's cost and risk and at our option, to ship them or to store them at our discretion and invoice them immediately. In the case of contracts with continuous delivery, call-offs and grade allocations for approximately equal monthly quantities must be submitted to us; otherwise, we shall be entitled to make the determinations at our reasonable discretion. If no deadlines have been agreed for call-off orders, the entire quantity must be called off and accepted no later than six months after conclusion of the contract.

(3) The risk of accidental loss and accidental deterioration of the Goods shall pass to the Buyer at the latest upon handover. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the Goods as well as the risk of delay shall pass already upon delivery of the Goods to the forwarding agent, carrier, or other person or institution designated to carry out the shipment. Handover is deemed to have occurred if the Buyer is in default of acceptance.

(3) If the Buyer is in default of acceptance, fails to perform a duty to cooperate, or if our delivery is delayed for other reasons attributable to the Buyer, we shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs). For this purpose, we shall charge lump-sum compensation in the amount of 0.5% of the net purchase price per calendar week, but not more than 5% of the net purchase price, beginning with the delivery period or, in the absence of a delivery period, with the notification that the Goods are ready for shipment.

Proof of higher damage and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) remain unaffected; however, the lump sum shall be offset against further monetary claims. The Buyer is permitted to prove that we incurred no damage at all or only significantly lower damage than the above lump sum.

§ 5 Prices and Payment Terms

(1) Unless otherwise agreed in the individual case, our prices current at the time the contract is concluded shall apply, ex warehouse and plus statutory value added tax.

(2) In the case of sale by dispatch (§ 4 (1)), the Buyer shall bear the transport costs from the warehouse and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes, and other public charges shall be borne by the Buyer.

(3) The purchase price is due and payable within 30 days from invoicing and delivery or acceptance of the Goods. However, even within an ongoing business relationship, we shall be entitled at any time to make a delivery in whole or in part only against advance payment. We shall declare such reservation no later than with the order confirmation.

(4) Upon expiry of the payment period, the Buyer shall be in default. During default, the purchase price shall bear interest at the applicable statutory default interest rate. We reserve the right to claim further damage caused by default. In relation to merchants, our claim to commercial maturity interest (Section 353 German Commercial Code (HGB)) remains unaffected.

(5) The Buyer shall have rights of set-off or retention only to the extent that its claim has been finally adjudicated or is undisputed. In the event of defects in the delivery, the Buyer's counter-rights, in particular pursuant to § 7 (6) sentence 2 of these GTCS, remain unaffected.

(6) If, after conclusion of the contract, it becomes apparent (e.g., through an application to open insolvency proceedings) that our claim to the purchase price is jeopardized by the Buyer's lack of ability to pay, we shall be entitled, in accordance with the statutory provisions, to refuse performance and - where applicable after setting a deadline - to withdraw from the contract (Section 321 BGB). In contracts for the manufacture of non-fungible items (custom-made products), we may declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

§ 6 Retention of Title

(1) Until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims), we retain title to the sold Goods.

(2) Goods subject to retention of title may neither be pledged to third parties nor transferred by way of security before full payment of the secured claims. The Buyer must notify us in writing without undue delay if an application to open insolvency proceedings is filed or if third-party access (e.g., attachments) to the Goods belonging to us takes place.

(3) In the event of conduct by the Buyer in breach of contract, in particular non-payment of the due purchase price, we shall be entitled, in accordance with the statutory provisions, to withdraw from the contract and/or to demand return of the Goods on the basis of retention of title. The demand for return does not at the same time constitute a declaration of withdrawal; rather, we are entitled merely to demand return of the Goods and reserve the right to withdraw. If the Buyer fails to pay the due purchase price, we may assert these rights only if we have previously set the Buyer a reasonable deadline for payment without success or if such setting of a deadline is dispensable under the statutory provisions.

(4) Until revocation pursuant to (c) below, the Buyer is authorized to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

(a) The retention of title extends to the products created by processing, mixing, or combining our Goods at their full value, whereby we are deemed to be the manufacturer. If, in the case of processing, mixing, or combining with goods of third parties, their ownership rights remain in existence, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed, or combined goods. In all other respects, the same shall apply to the resulting product as to the Goods delivered subject to retention of title.

(b) The Buyer hereby assigns to us as security the claims against third parties arising from the resale of the Goods or the product in full or in the amount of our co-ownership share, if any, pursuant to the preceding paragraph. We accept the assignment. The Buyer's duties specified in paragraph (2) shall also apply with regard to the assigned claims.

(c) The Buyer remains authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the Buyer meets its payment obligations to us, there is no deficiency in its ability to perform, and we do not assert the retention of title by exercising a right pursuant to paragraph (3). If this is the case, however, we may require the Buyer to disclose the assigned claims and their debtors to us, provide all information necessary for collection, hand over the related documents, and notify the debtors (third parties) of the assignment. In addition, in this case we shall be entitled to revoke the Buyer's authority to further resell and process the Goods subject to retention of title.

(d) If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Buyer's request.

§ 7 Buyer's Claims for Defects

(1) The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title unless otherwise provided below. In all cases, the statutory provisions on the sale of consumer goods (Sections 474 et seq. BGB) and the Buyer's rights under separately issued guarantees, in particular by the manufacturer, remain unaffected.

(2) The basis of our liability for defects is above all the agreement made regarding the quality and intended use of the Goods. All product descriptions and manufacturer's specifications that are the subject of the individual contract or were publicly announced by us at the time of conclusion of the contract shall be deemed an agreement on quality within this meaning. If the quality has not been agreed, whether a defect exists shall be assessed according to the statutory rule (Section 434 (3) BGB). Public statements by the manufacturer or on its behalf, in particular in advertising or on the label of the Goods, shall take precedence over statements by other third parties.

(3) As a general rule, we shall not be liable for defects that the Buyer knows at the time of conclusion of the contract or does not know due to gross negligence (Section 442 BGB). Furthermore, the Buyer's claims for defects require that the Buyer has complied with its statutory duties to inspect and give notice (Sections 377, 381 HGB). In the case of building materials and other Goods intended for installation or other further processing, an inspection must in any case take place immediately before processing. If a defect becomes apparent upon delivery, during inspection, or at any later time, we must be notified of this in writing without undue delay. In all cases, obvious defects must be notified in writing within five working days from delivery, and defects not recognizable during inspection must be notified in writing within the same period from discovery. If the Buyer fails to carry out the proper inspection and/or give notice of defects, our liability for the defect not notified, or not notified in time or properly, shall be excluded in accordance with the statutory provisions. In the case of Goods intended for incorporation, attachment, or installation, this also applies if the defect only became apparent after the corresponding processing

as a result of a breach of one of these duties; in this case, in particular, the Buyer shall have no claims for reimbursement of corresponding costs ("removal and installation costs").

(4) If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (repair) or by delivering an item free of defects (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the Buyer in the individual case, the Buyer may refuse it. Our right to refuse subsequent performance under the statutory requirements remains unaffected.

(5) We shall be entitled to make the subsequent performance owed dependent on the Buyer paying the due purchase price. However, the Buyer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.

(6) The Buyer must give us the time and opportunity required for the subsequent performance owed, in particular by handing over the Goods complained of for inspection purposes. In the event of replacement delivery, the Buyer must return the defective item to us at our request in accordance with the statutory provisions; however, the Buyer has no claim to return. Subsequent performance includes neither the removal, extraction, or disinstallation of the defective item nor the installation, attachment, or installation of an item free of defects if we were not originally obliged to provide these services; the Buyer's claims for reimbursement of corresponding costs ("removal and installation costs") remain unaffected.

(7) The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs as well as, where applicable, removal and installation costs, shall be borne or reimbursed by us in accordance with the statutory provisions and these GTCS if a defect actually exists. Otherwise, we may demand reimbursement from the Buyer of the costs incurred as a result of the unjustified request to remedy the defect if the Buyer knew or could have recognized that no defect actually existed.

(8) In urgent cases, for example where operational safety is at risk or to prevent disproportionate damage, the Buyer has the right to remedy the defect itself and to demand reimbursement from us of the expenses objectively necessary for this purpose. We must be notified without undue delay, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse corresponding subsequent performance under the statutory provisions.

(9) If a reasonable deadline to be set by the Buyer for subsequent performance has expired unsuccessfully or is dispensable under the statutory provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. However, in the case of an insignificant defect there is no right of withdrawal.

(10) The Buyer's claims for reimbursement of expenses pursuant to Section 445a (1) BGB are excluded unless the last contract in the supply chain is a sale of consumer goods (Sections 478, 474 BGB) or a consumer contract for the provision of digital products (Sections 445c sentence 2, 327 (5), 327u BGB). Claims by the Buyer for damages or reimbursement of futile expenses (Section 284 BGB) shall also exist in the case of defects in the Goods only in accordance with §§ 8 and 9 below.

§ 8 Other Liability

(1) Unless otherwise provided in these GTCS, including the provisions below, we shall be liable in the event of a breach of contractual and non-contractual duties in accordance with the statutory provisions.

(2) We shall be liable for damages - irrespective of the legal basis - within the scope of fault-based liability in cases of intent and gross negligence. In cases of simple negligence, subject to statutory limitations of liability (e.g., care in one's own affairs; insignificant breach of duty), we shall be liable only:

a) for damage arising from injury to life, body, or health;

b) for damage arising from the breach of a material contractual obligation (an obligation whose fulfillment is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for foreseeable damage typical for this type of contract.

(3) The limitations of liability arising from paragraph (2) also apply to third parties and to breaches of duty by persons (also in their favor) whose fault we are responsible for under the statutory provisions. They do not apply insofar as a defect was fraudulently concealed or a guarantee for the quality of the Goods was assumed, and they do not apply to claims of the Buyer under the German Product Liability Act.

(4) The Buyer may withdraw or terminate due to a breach of duty that does not consist of a defect only if we are responsible for the breach of duty. A free right of termination by the Buyer (in particular pursuant to Sections 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences apply.

§ 9 Limitation Period

(1) Notwithstanding Section 438 (1) No. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period begins with acceptance.

(2) Statutory special provisions on limitation periods remain unaffected (in particular Section 438 (1) No. 1, No. 2, (3), Sections 444, 445b BGB).

(3) The above limitation periods under sales law shall also apply to contractual and non-contractual claims for damages by the Buyer based on a defect in the Goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would result in a shorter limitation period in the individual case. Claims for damages by the Buyer pursuant to § 8 (2) sentence 1 and sentence 2 (a) as well as under the German Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

§ 10 Choice of Law and Place of Jurisdiction

(1) These GTCS and the contractual relationship between us and the Buyer shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Menden. The same applies if the Buyer is an entrepreneur within the meaning of Section 14 BGB. However, in all cases we shall also be entitled to bring an action at the place of performance for the delivery obligation pursuant to these GTCS or a prior individual agreement, or at the Buyer's general place of jurisdiction. Overriding statutory provisions, in particular on exclusive jurisdictions, remain unaffected.

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