



# General Business and Delivery Terms and Conditions

## General

The General Sales and Delivery Terms and Conditions stated in the following are a component of all our sales and delivery agreements. They shall also apply to any consulting services and information which we provide in this context. Through the acceptance of these terms and conditions without objection, but nonetheless by no later than the receipt of our goods or other services, the Buyer declares its agreement with the validity of these terms and conditions. The validity of any deviating General Business Terms and Conditions of the Buyer shall hereby also be objected to in the event that they have been submitted to us in any confirmation letter or some other manner.

## Quotes and Bids

Our Quotes and Bids are non-binding. All orders, even if they are received by our representatives or other sales employees, shall become binding for us only upon our written confirmation, our acceptance of payment, or when the goods are delivered. Oral ancillary agreements or assurances of our representatives or other sales employees shall require our management's express written confirmation in order to be effective.

## Prices

All price information is fundamentally understood to be in USD. All shipments will be made at the Buyer's expense. All Quotations and Bids shall be presented to include delivery transportation and tax unless otherwise requested by the Buyer to remit payment directly to the transport carrier or a carrier of their choice. Deliveries shall be made only after payment has been processed and orders are cleared for shipment. If a special manner of shipping is requested by the Buyer, the Buyer shall assume any resulting additional costs. If the delivery is requested to be made later than thirty days after the contractual conclusion, we shall reserve the right to bill the prices and tax which are valid upon the date of delivery.

## Payment and offsetting

Payments for deliveries of goods shall be payable no later than the due date indicated on the invoice; in the absence of such a due date, within 10 days after the billing date without any deductions. The date of payment shall be considered to be the date we receive the funds or our bank account is credited.

Payment requests in the form of Invoice shall be made upon receipt of written quotation approval with a valid purchase order, signed acceptance, or email confirmation of acceptance.

Acceptable forms of payment include checks, credit card, or bank transfer. Customary bank charges shall be assumed by the Buyer. In the event of the Buyer's payment default, we shall be entitled to charge interest in the amount of the respectively valid bank rates for bank overdrafts or, without documentation, interest in the amount of 8% above the US Prime Lending Rate.

If multiple payment claims are outstanding against the Buyer, then the payments made by the Buyer shall be credited to the respectively oldest payment claims in addition to interest and costs unless the Buyer has expressly made payment for a certain payment claim.

## Delivery timeframe, non-delivery, delayed delivery, partial delivery

Confirmed orders and delivery timeframes shall apply in all cases subject to the correct and timely deliveries of our own suppliers to us. Delivery timeframes shall begin upon the acceptance of our order confirmation, but in no case before the clarification of all details of the execution of the order and the submission of any required documents by the Buyer. Delivery timeframes and delivery deadlines shall be considered to have been met when the goods leave the warehouse within the delivery timeframe or by the delivery date. Furthermore, they shall be considered to have been met upon the notification of readiness for shipment if the goods, through no fault of our own, cannot be sent in a timely manner. Delivery timeframes and delivery deadlines shall be extended by the period of time in which the Buyer finds itself in default in its obligations to us.

Force majeure events and circumstances for which we are not at fault which make the delivery impossible or make it excessively more difficult, such as e.g. strikes, lockouts, mobilizations, wars, quasi-war conditions, blockades, importing and exporting bans, traffic bans, governmental measures, shortages of energy and raw materials, among others, regardless of whether they involve us or one of our sub-suppliers, shall entitle us, during the delivery delay as well, to suspend the delivery for the duration of the hindrance. If the events lead to a long-term hindrance in or difficulty in rendering performance, then we may, in whole or in part, withdraw from the agreement owing to the non-fulfilled portion of the contractual performance.



## General Business and Delivery Terms and Conditions

### **Shipment, transfer of risk, acceptance**

If nothing to the contrary is agreed in writing, then the shipment shall be made by one of our authorized carriers with freight paid and covered by insurance. We reserve the right to select the transport route and the transport method.

The risk shall be transferred to the Buyer when the goods are surrendered to the carrier.

If the shipment is delayed owing to the fact that we, as the result of the complete or partial payment default of the Buyer, avail ourselves of our right of retention or owing to some other reason for which the Buyer is responsible, then the risk shall be transferred to the Buyer no later than the date of the notification of readiness for shipment.

Any goods for which a notification of readiness for delivery has been made or goods which are due for delivery must be immediately cancelled by the Buyer. Otherwise, we shall be entitled to store the goods at the expense of the Buyer and to bill them as having been delivered.

### **Retention of ownership**

All goods we have supplied shall remain our property (reserved goods) until the fulfilment of our, including any of our future, payment claims against the Buyer from the business relationship. In the event that ongoing billing is made, the retention of ownership shall apply as security for our respective payment balance claim. This shall also apply if payments are made by the Buyer for designated payment claims.

If the Buyer sells the reserved goods together with other reserved goods which we have not supplied, then the assignment of the payment claim shall apply only in the invoiced amount which is derived from the resale of our reserved goods.

If the Buyer incorporates payment claims from the resale of the reserved goods into a current account relationship existing with its end customers, then it shall already now assign to us its recognized or final balance which corresponds to the total amount of the payment claims incorporated into the current account relationship from the resale of our reserved goods.

The Buyer shall be authorized to collect the payment claims from the resale of the reserved goods as long as it properly fulfils its payment obligations to us. However, at any time, we may revoke this authorization in the event of payment default, the discontinuation of payments, the transfer of business operations to a third party, if there is restricted creditworthiness or trustworthiness upon the part of the Buyer or the Buyer's company is dissolved as well as in the event that the Buyer violates one of its contractual obligations in accordance with these terms and conditions.

### **Notification of defects and warranty**

The Buyer shall be obliged to examine the goods supplied immediately upon their receipt. Written notification must be made of any obvious defects within one (1) week, five (5) working days, of the receipt of the goods; for any hidden defects, immediately upon their discovery. When making such written notification, the order data must be stated as well as the invoicing and shipping numbers and, if possible, pictures of defect.

If the Buyer fails to make timely notification and in the proper form, the goods shall be considered to have been accepted. The timeliness of the notification shall depend upon the time when we receive the notification. If the notification of the defect is justified, we shall, upon a free of charge basis, provide a warranty exclusively in the manner that we shall, at our discretion, either rectify the damaged goods or replace them with new goods subject to the return of the defective goods by the Buyer.

Any warranty is excluded if goods supplied have not been immediately examined upon their receipt and/or timely and prompt notification of defects has not been made, if the technical directives and usage instructions provided by us or the manufacturer have not been adhered to, if modifications or any type of repairs made to the goods supplied have not been undertaken by our authorized persons or the goods supplied have otherwise been improperly handled.

### **Resale and return of goods**

Our goods may be resold to third parties only with their original features and in original packaging. Our trademarks and other identifying features may neither be associated with replacement products by making reference to them in offers, on price lists, in catalogues, etc. nor in any other manner. Without our prior written approval, flawless goods supplied to the Buyer may not be returned or exchanged. Any return shipments made by the customer which we have approved shall be credited with a deduction of 20% of the sales price herein known as a restocking charge.