

General terms and Conditions of Purchase

These General Terms and Conditions of Purchase shall apply, insofar as no deviating terms and conditions are provided in the text of our order or included in other special terms and conditions.

1. Conclusion of Contract

- (1) We place orders under to the exclusive application of our General Terms and Conditions of Purchase. Agreements or delivery terms that conflict or deviate from our terms and conditions shall only be applicable when provide written confirmation is issued on our part. These General Terms and Conditions of Purchase shall also apply to all future business relationships with you. Amendments to our General Terms and Conditions of Purchase shall become applicable upon the date of implementation. Only orders issued in writing are legally binding. Orders placed orally or via telephone require subsequent written confirmation to be legally binding.
- (2) Orders and offers may be revoked at any time prior to acceptance.
- (3) We shall not authorise or provide payment or remuneration for visits or the preparation of offers, projects etc.

2. Delivery Dates, Delivery Delays

- (1) Agreed delivery dates are binding. Decisive for the adherence to delivery date or delivery time is the receipt of goods free of defects by the stipulated receiving centre or point of use, or our acceptance of the delivery.
- (2) If you should recognise that an agreed delivery date cannot be adhered to, irrespective of the reason herefor, you shall inform us of this fact upon provision of the grounds and the foreseeable duration of the delay in writing and without delay. You are obligated to at least compensate direct and indirect losses arising through the delay. This shall not prejudice our statutory rights. Acceptance of a delayed delivery/service does not signify a waiver of claims to compensation. In the event of delivery performed earlier than agreed, we reserve the right to return the goods at your expense. In the event that the goods are not returned, we, or a third party, shall store the goods until the delivery date, at your cost and risk. In the event of premature delivery, we reserve the right to make payment on the agreed due date. Partial deliveries shall only be accepted subject to written agreement. In the event of partial deliveries, the remaining amount shall be delivered.

3. Warranty

All details concerning the quality or other properties of goods, products or service, irrespective of whether these are provided in a contract, in advertisements, in analysis details, product brochures or similar, shall apply as the agreed nature of the goods pursuant to the terms of the statutory provisions. All agreed deliveries and services are to comply with acknowledged technical regulations, relevant legal provisions and guidelines of public authorities, accident prevention and safety organisations and trade associations. We have no obligation to report defects, particularly under the terms of Articles 377 and 378 German Commercial Code. In the event of defective delivery/services, which shall also include the non- attainment of guaranteed properties or durability, you shall be obligated upon request, without delay and without charge, including all additional costs, to remove the defect through repair, exchange of defective parts or replacement, to be decided at our discretion. Further statutory rights, particularly the right to withdrawal, reduction and/or to compensation shall hereby not be prejudiced. If you should culpably fail to fulfil your warranty performance obligation within the reasonable time limit we set, we may undertake the requisite measures at your cost and risk. This shall not affect your warranty performance obligation. In urgent cases, we may upon consultation with you, undertake the repairs ourselves or instruct a third party to do so. For parts of the delivery that cannot remain in operation during examination and/or removal of the defect, an ongoing warranty term shall be extended by the duration of the interruption. In the case of delivered replacement parts, the warranty term shall commence from the beginning from this point in time. In the event that claims should be made against us on the grounds of a violation of official safety guidelines or national or international product liability laws due to the defectiveness of our products, attributable to your goods/service, we shall be entitled to demand compensation for these losses from you, insofar as this is caused by the products/services you have provided. This damage also includes costs for a precautionary recall action. You are to purchase insurance against all risks arising from product liability including risk of recall, with sufficient coverage and shall upon request present such an insurance policy for our inspection.

4. Prices, Delivery, Packaging, Transfer of Risk

Agreed prices are fixed prices and exclude all additional claims. Costs for packaging, freight and transport to our stipulated delivery address or receiving centre are included in these prices. We shall not assume costs for transport insurance, also where included in invoices from a haulier assigned by the supplier. If no prices are provided in the order, the current list

price with customary trade deductions shall apply. The place of performance shall not be affected by the type of pricing. Every delivery shall be reported via a delivery note, precisely structured in accordance to type, quantity and weight, directly following the execution of the delivery. Delivery notes, consignment notes, invoices and all correspondence are to include our order number. We shall only accept the quantities or number of units that we have ordered. You assume risk during transportation. All deterioration risk including coincidental loss shall remain with you until delivery at the delivery address or receiving centre we have requested, or until our acceptance. Your obligation to take back packaging is subject to the statutory provisions. You shall collect and dispose of transport, secondary and other packaging free of charge. If, in exceptional cases, we are invoiced separately for packing, which is in good condition, we may return this packaging to you carriage paid against a payment to us of 2/3 of the invoice value.

5. Invoice Issue and Payment

Invoices are to be submitted in proper form, in duplicate with all associated documentation and data following completed delivery, whereby the copy is to be clearly marked as such. Incorrectly submitted invoices shall first apply as received from the point of correction. Payment shall occur in a trade customary fashion, within 14 days with 2% discount, or within 30 days strictly net, calculated from delivery/service and receipt of the invoice. Art 286, Clause 3, German Civil Code finds no application. The payment period commences on our receipt of the invoice at the earliest. In the event of defective delivery or service, we are entitled to withhold this portion of the payment until orderly fulfilment.

6. Certificate of Material Testing

Insofar as certificates of material testing, analysis or similar are agreed, these shall form a material component of the delivery. These are included in the scope of delivery and are to be sent immediately upon delivery of the goods.

7. Performance of the Principal

You shall perform the order alone and without advance payments or assistance on our part. Insofar as payment in advance or assistance on our part is agreed in writing as requisite to fulfil the order, all deadlines for advance payment or assistance on our part are non-binding.

8. Order Documentation

All documentation with which we provide you remains our property. Documents that you create on our behalf, in particular documents created in accordance with special information, particularly drawings, designs, drafts, computer programmes, files etc. shall become our property without separate payment. These stipulated documents may not be used by you for other purposes, reproduced or made accessible to third parties and shall be surrendered to us upon completion of the order.

9. Retention of Title

You have no right to retention of title for deliveries and services that you provide.

10. Assignment, Off-setting

Without out prior written authorisation, you do not have the right to assign the order to a third party. Insofar as you utilise a third party, these shall be deemed your vicarious agents. You are also not permitted to assign your claims against us without our prior authorisation, which shall not be withheld unreasonably. You may only offset undisputed or legally established counterclaims and may only exercise a right of retention on the basis of such claims. We, or an affiliated company pursuant to the German Companies Act, have the right to offset claims to which we are entitled against your claims. We have the right to assign rights and duties, particularly those arising from the order to an affiliated company under the terms of the German Companies Act or to a suitable third party.

11. Trademark Rights

You guarantee that all deliveries are free from third party trademark rights and, particularly through the delivery and use of the delivered items, do not injure the patents, licenses or other propriety rights of a third party. You hereby exempt us and our customers from third party claims arising from a breach of trademark rights. We have the right to obtain authorisation to use the affected delivered items and services at your expense.

12. Final Provisions

In the event that individual parts of these General Terms and Conditions of Purchase should be invalid, the validity of the remaining provisions shall hereby remain unaffected. Insofar as not otherwise expressly agreed, the place of performance is the delivery address we provide, or in the case of services, the factory/location at which the service is intended. Legal venue for commercial customers is Hamburg, Germany.