



General terms and conditions of sales

1 General terms

- 1.1 Our deliveries and services are rendered exclusively on the basis of these terms of business.
- 1.2 Any deviating General Terms and Conditions and Conditions of Purchase of the Buyer which have not been explicitly acknowledged by us, are not valid. Any other agreements which deviate from these Conditions of Sale have to be agreed in writing. Evidence of the existence of these agreements has to be provided by the contract party which invokes them.
- 1.3 Our "General terms and conditions of business" will be deemed to have been accepted at the latest on receipt of the goods.

2 Conclusion and subject matter of the contract

- 2.1 Our offers are without obligation. We may always demand written declarations from the buyer with respect to the conclusion of contract and amendments thereto.
- 2.2 We are entitled to pass on our additional expenditure through increases in labour, material and energy costs to the buyer through an increase in price. We will inform the buyer in due time. If they do not agree to the increase in price they can withdraw from the merchandise affected by the increase in price immediately (at the longest within one week).
- 2.3 The data, drawings, illustrations and specifications contained in the catalogues, price lists or documents belonging to the contract are customary approximations unless they have been explicitly named as binding by us in writing.

3 Prices

All prices above a net order value of € 300 net are understood to be carriage free including freight, postage and customary packaging unless otherwise agreed. With a net order value below € 300, a surcharge for short deliveries of € 20 will be added to the invoiced amount to cover dispatch and packaging costs.

4 Terms of payment

- 4.1 Unless otherwise agreed, all invoices are due for payment without deductions within 30 days of the date of invoice. A 3% discount will be granted for payment within 14 days of the date of invoice provided the buyer is not in arrears with other debts.
- 4.2 If the term of payment is exceeded we are entitled to charge interest on arrears amounting to the rate that our bank charges for an overdraft on a current account, though at least 8 percentage points above the respective base lending rate.
- 4.3 If we have uncontestedly delivered partly faulty goods, our buyer is still obligated to make payment for the fault-free share unless the partial delivery is of no interest to them. As for the rest, the buyer can only offset with legally determined or uncontested counterclaims.
- 4.4 If the buyer engages a central settlement company, the settlement of invoice with debt discharging effect only occurs when the payment is credited to our account. This also applies if the central settlement company is active "for us" in the wording of the central settlement agreement.
- 4.5 If after conclusion of contract it becomes obvious that our pecuniary claim is endangered through an inefficiency on the part of the buyer, for example if they file for bankruptcy or a voluntary arrangement is initiated and in the event of repeated serious transgressions of the terms of payment on account of liquidity problems, we can refuse to supply goods and set the buyer an appropriate time limit within which they must concurrently make payment or lodge a security for a delivery. If the buyer refuses or the period expires in vain, we can terminate the contract and claim compensation instead of performance. §323 BGB (German Civil Code) applies accordingly. Any securities provided shall be handed back after payment and not offset with outstanding claims of the supplier.
- 4.6 In this case we can also prohibit the resale of the delivered goods under right of lien and demand their return at the buyer's expense. We are to be compensated for the additional freight, carriage and other expenses as well as a depreciation of the goods.
- 4.7 We will not accept bills of exchange as payment. If reminders or dunning letters are sent, additional collection expenses and any other costs incurred, e.g. lawyer's and court costs, will be charged.
- 4.8 The offsetting with counter-claims of the Purchaser is excluded in all conceivable cases, unless the counter-claims are uncontested or have been legally established.
- 4.9 The supplier is permitted to assign its claims from deliveries and services for financing purposes.

5 Delivery

- 5.1 Even if a delivery period according to calendar is agreed, this does not constitute a fixed deal for the purpose of § 376 Section 1 HGB (German Commercial Code). This requires the additional express written agreement of the contracting parties that, for example with seasonal merchandise or advertising campaigns, the contract can be terminated without further ado in the event of non-compliance with the delivery period through withdrawal and, provided we are to blame, compensation for damage can be claimed instead of performance. As for the rest, any agreements on delivery dates and deadlines require the written form.
- 5.2 An agreed delivery period is extended by the period by which the buyer is in arrears with their debts from this or any other contract. Our rights from the default of the buyer are retained in full.
- 5.3 We cannot be held responsible for delays in delivery and performance due to force majeure and similar unforeseeable events that greatly hinder the delivery or render it impossible – this includes in particular industrial disputes, civil disorders, government measures, blameless failure of deliveries from our suppliers, etc. – even if fixed deadlines and dates have been agreed. They entitle us to postpone the delivery or performance for the duration of the hindrance plus an appropriate starting period or to withdraw wholly or partly from the contract on account of the unfulfilled part without this entitling the buyer to claim compensation for damage.
- 5.4 If we ourselves fall into arrears the buyer must grant us a suitable period of respite. They may terminate the contract after expiry of this period of respite.
- 5.5 Part deliveries and part performances are allowed wherever reasonable and will be settled separately in each case.
- 5.6 If later amendments to the contract by the buyer affect the delivery period this can be extended by an appropriate period.
- 5.7 In the event of returns (only allowed in exceptional cases with the prior written consent of RUG) a processing fee of 15% of the net value of the goods will be charged.

6 Reservation of ownership

- 6.1 Our deliveries remain our property until payment of all of our debts, including future debts, on whatever legal grounds and until complete release from contingent liabilities we have assumed in the interests of the buyer. This applies even if payment is made for specially named debts.
- 6.2 If the buyer processes, combines or mixes the reserved goods with other goods that do not belong to us we are entitled to co-ownership of the new thing at the ratio of the invoiced value of the reserved goods to the invoiced value of the other goods, including the processing expenses at the time of processing (combination, mixing). Our co-ownership rights arising from this apply analogously as reserved goods according to these terms of business. The buyer may only sell the reserved goods that are our property in the course of normal business on their normal terms of business and as long as he is not in arrears. He is only entitled and authorised to resell the reserved goods on condition that the claims from the resale or their surrogates are transferred to us according to the following paragraphs. He is not entitled to otherwise dispose of the reserved goods, in particular the chattel mortgage and bailment of goods.
- 6.3

- 6.4 The buyer assigns all debts and rights from the sale of goods to which we hold a proprietary interest to us as security. We hereby accept this assignment. If the reserved goods are sold by the buyer alone after processing or together with other goods that do not belong to us, either processed or unprocessed, the assignment of the claim from the resale only applies for the invoiced amount of the reserved goods. If the reserved goods are used by the buyer to fulfil a contract for work and service or a contract for material and labour, the claim from the contract for work and service or contract for material and labour will be assigned to us beforehand to the same extent as defined in the two preceding paragraphs.
- 6.5 The buyer is entitled to collect debts from the resale until this is countermanded by ourselves at any time. At our demand, the buyer must inform their customer of the assignment to us in the event of a justified interest - and wherever we do not inform their customer ourselves - and must furnish evidence of this notification and send us all the information and documents necessary to collect the assigned claims together with this notification. If the convertible value of the securities in our name exceeds our debts by more than 10% we must release a security of our choice at the buyer's request.
- 6.6 The buyer must inform us immediately of compulsory execution or distress measures by third parties on the reserved goods, on the claims assigned to us or on other securities and at the same time send us the documents necessary for an intervention. This also applies for all other types of interventions.
- 6.7 To assert the retention of title it is not necessary to withdraw from the contract, unless the Customer is a consumer.

7 Warranty

- 7.1 The provisions of the BGB apply in principle. Defects that only insignificantly reduce the value or serviceability of the goods will not be considered.
- 7.2 The buyer will observe the examination and claims obligations under commercial law. Every claim or complaint must be made in writing for it to be effective in accordance with § 126 BGB. The buyer will send the seller a sample of the rejected goods on request.
- 7.3 We will either perform a repair or a subsequent delivery at our own discretion. If this fails for good and all the buyer has his statutory rights. Paragraph 11 applies for compensation of damage and reimbursement of expenses incurred. Paragraph 8 also applies before every refusal of a further exchange of goods and services (in other words in the event of withdrawal, abatement and compensation of damage and reimbursement of expenses incurred instead of performance).
- 7.4 The statutory warranty periods apply in principle. If the buyer has agreed the VOB-B (general terms and conditions applicable to contracts) with shorter warranty periods with his customer within the scope of his sales relations for the faulty product, the warranty periods stipulated in VOB-B also apply for us. §§ 478 and 479 BGB remain unaffected.
- 7.5

8 Obligation to the contract

- 8.1 A contracting party can only terminate the exchange of work and services prematurely, on whatever legal grounds (e.g. in the event of withdrawal, abatement, demand for compensation of damage and reimbursement of expenses incurred instead of performance, termination for just cause), under the following conditions:
 - a) a concrete complaint has been made about the contract violation and the remedy of the fault has been demanded within an appropriate period. A warning must also be given that if the period expires in vain, no further services with respect to the rejected fault will be accepted or that the contractual relations will be terminated.
 - b) the termination of the exchange of work and services on account of the rejected fault can only be declared within 14 days of expiry of this period; after this date it is rejected.
- 8.2 All declarations in this context require the written form.
A contracting party can only demand the reversed transaction of the contract on account of a failure to meet obligations if the other party is responsible for the failure, unless the party entitled cannot be reasonably expected to adhere to the contract on account of the delay.

9 Selling aids

Selling and presentation aids that we place at the buyer's disposal are only on loan, in other words remain our property and can be recalled at any time. The buyer checks these at their own responsibility; paragraph 7.2 applies accordingly. He agrees to only fill the selling and presentation aids with our products, to use the common, planned hanging methods and to compensate us for any loss or damage.

10 Applicable law, place of jurisdiction, separability and transferability of the contractual rights

- 10.1 The law of the Federal Republic of Germany applies for these business relations and the entire legal dealings between the contracting parties. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded.
- 10.2 Our place of business is place of jurisdiction for all legal disputes, including those within the scope of summary procedure on bills of exchange and/or cheques wherever the buyer is a merchant, a legal entity under public law or a separate public estate. We are also entitled to file a lawsuit at the buyer's commercial domicile.
- 10.3 Should a provision of these terms of business of a provision in other agreements be or become invalid this does not affect the validity of the remaining contract. In this case the contracting parties agree to replace the invalid clause by a valid one which comes closest to its economic and legal intent.

11 Liability

- 11.1 We only pay damages or reimbursement of expenses incurred, on whatever legal grounds, up to the following limits:
 - a) the liability in the event of intention is unlimited.
 - b) in cases of gross negligence we are liable for the typical foreseeable damage at the time the contract is concluded. The buyer must prove the gross negligence.
 - c) in the case of the negligent violation of a cardinal obligation or an obligation that is so essential that the achievement of the contractual purpose is in jeopardy, we are liable for the typical foreseeable damage at the time the contract is concluded. In this case the liability is limited to a maximum of € 100,000 per case of damage.
- 11.2 Wherever our liability is limited to foreseeable damage, we will not be liable for lost profits or other pecuniary damage.
- 11.3 We reserve the right to plead contributory negligence.
- 11.4 A statute of limitation of 1 year applies for our liability (apart from intent or gross negligence). The term begins at the time the buyer becomes aware of the circumstances that substantiate the claim or should have become aware of these without gross negligence. The statute of limitation expires at the latest at the end of the maximum periods stipulated in § 199 BGB.
- 11.5 The statutory provisions apply in the event of injury to life, body and health and for claims under the product liability law.
- 11.6 Wherever our liability is excluded or limited, this also applies for the personal liability of our legal representatives and vicarious agents.