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## **Terms of sales and delivery**

1. The following terms of delivery and payment are deemed to have been accepted by the buyer and to be legally binding upon placement of the order. Terms and conditions of the buyer which deviate from these require our written confirmation in order to be valid.
2. For deliveries outside of German territory, the buyer alone carries any risk which may arise according to the patent laws existing in the buyer's state territory. The seller assumes no liability in this respect.
3. Our offers are without obligation. All orders require our written confirmation, as do special arrangements by our representatives. All orders taken at trade fairs or as part of travelling sales, as well as those taken by representatives and travelling salespersons are not valid until confirmed by us.
4. Liability for any delay in delivery due to accidents, disasters, or forces majeure is not accepted. We strive to effect each delivery as soon as possible, but do not accept liability for failure to deliver on time. The delivery and shipping options are reserved in any case. We are entitled to perform deliveries which are up to and including 10% too high or too low in terms of their quantity; this tolerance is set to 20% for custom-made items.
5. The risk is transferred to the recipient upon dispatch of the shipment from the factory. Transport insurance will be taken out only upon express request; the associated costs shall be borne by the recipient.
6. Complaints will only be considered if they are notified to us within 8 days of receipt of the goods. Compensation for damages due to deficient delivery or non-delivery shall be granted only in the form of a replacement delivery; the assertion of indirect damages which exceed this is excluded.
7. The following tolerances are agreed: width and diameter  $\pm 2.5\%$ , if measurable, though  $\pm 0.1$  mm in any case; wall thickness +10%. Customary deviations in quality, weight and colour do not justify any complaints regarding the delivery. No guarantee of colour fastness is assumed with regard to plastics.
8. Our deliveries remain our property until payment of all our claims, regardless of the legal reason, even if the purchase price is paid in the case of specific claims. For current accounts, the retention of title shall serve as security for our outstanding balance claims. Machining and processing activities shall be performed on our behalf to the exclusion of the acquisition of property pursuant to Section 950 BGB (German Civil Code), without us being obligated in this respect.

The processed goods serve as our security, amounting to the invoice value of the goods subject to reservation of title. When the buyer processes the goods with other goods which do not belong to us, we thereby have co-ownership of the new item, proportionate to the value of the goods subject to reservation of title to the other processed goods at the time of processing. In other respects, the same applies with regard to the new item arising from the processing activity as applies to the goods subject to retention of title. They are deemed to be goods subject to reservation of title in the sense of these terms. The buyer's claims arising from the goods subject to reservation of title are assigned to us, regardless of whether the goods subject to reservation of title are sold on without or following processing, or whether they are sold to one or more purchasers. The assigned claim serves as security equal to the value of the goods sold which are subject to reservation of title. The buyer may sell our property only in the ordinary course of business and as long as it is not in default. The buyer is entitled and authorised to sell on and resell the goods subject to reservation or title only on the condition that the purchase price claim resulting from the selling-on passes to us. It is not entitled to otherwise dispose of the goods subject to reservation of title. At our request, it is obliged to notify its customer of the assignment for the purpose of payment to us.

9. If the value of the security relating to us exceeds our claims by more than 10%, we are obliged to release security at our discretion, upon the buyer's request.
10. The buyer must notify us immediately of any seizure or other interference by third parties.
11. We require in each case the right to manufacture alone any designs, drawings and tools produced by us. Their execution and imitation by third parties requires our specific consent. The orderer warrants that the manufacture and delivery of goods that are made according to its specifications do not violate the rights of third parties. Forms and other devices shall remain our sole property, even if the orderer has been invoiced for the costs thereof.
12. Our invoices are - unless otherwise expressly agreed - payable net within 10 days of the invoice date with a % discount or within 30 days. A discount shall be granted only on condition that all financial obligations from previous deliveries have been fulfilled. In the event of overdue payment, a default interest rate of 2% above the current discount rate shall be applied. In the case of bills of exchange, no discount can be granted.
13. Overseas deliveries are made only against an irrevocable letter of credit or documentary collection, unless other terms have been agreed.
14. The assertion of a right of retention against the purchase price claim is excluded.
15. If during the contract period, doubts arise as to the solvency of the buyer, we are entitled to withdraw from all pending delivery contracts or to demand advance payment for all contracts yet to be fulfilled.
16. The place of delivery, payment and redemption of the goods for all legal grounds is Hövelhof in Westphalia for both parties. Jurisdiction, without regard to the amount of the relevant object, is Delbrück in Westphalia for both parties.