

GENERAL TERMS AND CONDITIONS (GT&C)

I. GENERAL

1. Our deliveries shall be made exclusively on the basis of the conditions below, which shall be deemed as agreed upon placement of the order, but at the latest upon receipt of delivery. Any different purchasing conditions belonging to the Customer shall only become binding where we expressly consent to this in writing in the individual case; other circumstances may not be substituted for this consent. Our General Terms and Conditions shall apply even if we perform the delivery to the Customer without reservation whilst being aware of the Customer's own conflicting or deviating terms and conditions.
2. Documents pertaining to our offer such as drawings, illustrations, technical data, references and standards do not constitute guarantees of any specific characteristics unless they are expressly identified as such in writing.
3. In the event of ongoing commercial relationships, these Terms and Conditions shall also apply to any future operations even if no explicit reference is made to them, provided they were agreed at the time of a previous order by the partners.
4. The term 'claims for damages' in these GT&C also includes claims for compensation for futile expenses.

II. PLACEMENT OF ORDERS, PRICES, EXECUTION OF ORDERS

1. The order shall be deemed to have been accepted, as regards type and quantity, only when it has been confirmed by us in writing. The written confirmation also requires agreement by telephone or other additional agreements, as well as amendments or enhancements.
2. Unless otherwise shown in the confirmation of the order, our prices shall apply strictly net ex works, excluding sales tax and do not include packaging, transport or insurance. They are based on the conditions at the point of transaction. We reserve the right to make reasonable price increases, provided that – particularly in relation to call orders – during the period between issue of the offer and delivery, there is a significant change in the cost factors.
3. Reasonable partial deliveries, as well as increases or decreases in output of up to 10%, are permitted provided they

are acceptable to the Customer.

4. Provided that nothing to the contrary has been agreed, we shall deliver commercial quality. Required dimensions will be fulfilled subject to technical and production-related tolerances. The Customer may not refuse receipt of deliveries due to minor defects.
5. If an order is wholly or in part cancelled for reasons for which the Customer is responsible, we shall be entitled either to insist on fulfilment of the contract or to claim compensation for non-performance. If this occurs we can choose for the damages incurred by us either to be calculated precisely or for a general 15% of the order amount to be calculated without any proof, provided that evidence of lesser damages is not proven.

III. DELIVERY TIME, DELAY, DISRUPTIONS TO PERFORMANCE

1. Details of the delivery date shall be provided to the best of our knowledge and shall constitute an approximate guide only. The start of the delivery period sets the prompt notification of all order details, where appropriate prompt material ordering, the receipt of all documents to be provided by the Customer, necessary permits and clearances, in particular for plans, as well as compliance with the agreed payment conditions and other obligations by the Customer. If these requirements are not met promptly, the said deadlines may be reasonably extended; this shall not apply if we are responsible for the delay. Delivery periods and dates shall be deemed as fulfilled if the delivery has left our company by the expiry of that period.
2. Delays resulting from force majeure e.g. call to arms, war, upheaval, natural catastrophes or similar events, either in our factory or at one of our supplier's, the delivery period shall be prolonged accordingly. This shall also apply in the event of gov-

ernmental interference, difficulties with the supply of energy or raw materials, strikes, lockouts and other unforeseeable interruptions to delivery. We shall inform the Customer immediately of any such occurrence.

3. If we default on delivery, and the Customer is able to satisfactorily show that they have suffered loss as a result, compensation can be made for each complete week of arrears at a rate of 0.5% for each week, up to a maximum of 5% of the price of the part of the delivery which could not be put into serviceable operation as a result of the default.
4. Both compensation claims on the part of the Customer for delivery default and claims for damages in lieu of performance which surpass the limits named in Art III. No. 3, are in the event of delayed delivery, also excluded in all cases of late delivery after the expiry of a time limit for delivery set by us. This shall

not apply in cases of negligence, gross negligence or due to injury to life, limb or health. The Customer may only legally withdraw from the contract if the delay in delivery is caused by us. Any change to the burden of proof that is to the detriment of the Customer shall not be linked to the aforementioned regulations.

5. The Customer is bound to state whether or not they wish to withdraw from the contract due to a delay in delivery within an appropriate period when requested by us.

6. If at the request of the Customer, shipment or service is delayed by more than one month following notification of readiness to dispatch, the Customer can be charged warehouse fees for each additional month commenced or part thereof in the amount of 0.5% of the goods to be delivered up to a maximum of 5%. The contracting parties shall be at liberty to prove higher or lower warehouse costs. If the Customer delays acceptance or infringes other duties of cooperation we

shall be entitled to claim the damages to which we are entitled, including any possible additional expenditures.

7. For on call orders, we shall grant a period of acceptance of six months, calculated from confirmation of the order, unless otherwise agreed. If the period of acceptance expires, we shall be entitled to invoice for the wares or to cancel the order as we choose.

8. For call orders we shall be entitled to manufacture the entire quantity ordered or to have it manufactured in one batch. Potential change requests shall only be considered after the order is placed if expressly agreed. In the absence of any firm agreements, call-off dates and quantities can only be complied with in accordance with the scope of our delivery and manufacturing capabilities.

9. The agreement of a drop dead date requires a separate written agreement.

IV. TERMS OF PAYMENT, DEFAULT OF PAYMENT

1. All payments shall be made in the agreed currency exclusively and freely to the specified paying agencies. Payment terms by appointment. For small shipping quantities below 500 units we shall be entitled to charge a small quantity surcharge of 5-10% of the goods value.

es there is doubt about their ability to pay, all of our claims shall be credited irrespective of the term.

2. The Customer may set off only those claims that are undisputed or have been determined in a legally binding manner.

3. If the period allowed for payment is exceeded, we shall be entitled, without any extra reminder, to demand interest in the amount of 4% above the base rate. If we are in a position to prove higher damages caused by the default, we shall be entitled to claim these. We can charge an additional €5 per reminder letter.

4. Bills of exchange and cheques shall only be accepted as conditional payment, bills of exchange only upon special agreement. Discount charges and collection fees shall be at the cost of the Buyer.

5. If the Buyer falls into arrears with the fulfilment of their payment obligations, significant deterioration of their financial circumstance become known, or due to any other circumstan-