

# General Purchasing-, Delivery- And Payment Conditions

## § 1 Applicability of Conditions

1. Our orders, deliveries and services occur exclusively on the basis of these business conditions. These also apply, therefore, to all future business connections, even if they are not expressly agreed again. At the latest, upon acceptance of the product or service these conditions apply as accepted. We expressly except acknowledgements of our contracting partners or information on his business- or purchasing conditions.
2. Departures from these business conditions are only effective if they are confirmed to us in writing.
3. If the written format is agreed, a change to the written form as well as the written form is required.

## § 2 Offer and Contract Conclusion

1. Our offers are subject to change without notice and non-binding Acceptance and all offers require our confirmation in written form for them to be legally effective. The corresponding applies to supplements, changes or sub-agreements. The confirmation of order / notice of acceptance is to be checked promptly concerning number of pieces, dimension and technology, and to be contested if necessary. If no prompt notice of defect occurs, it is manufactured according to information on the confirmation of order. Additional changes are carried out only after explicit written confirmation by us. These will entail added costs. Exemplars count only as approximate models for quality, dimension and color.
2. Our sales professionals are not authorized to make oral sub-agreements or oral approvals that depart from the content of the written contract.

## § 3 Prices

The prices are understood to be from the factory or depot and without packaging, if nothing else is agreed. As long as nothing else is specified, we consider ourselves bound to the prices contained in our offer for 30 days from date [of offer]. The prices quoted in the confirmation of order are standard and do not include VAT at the appropriate rate.

## § 4 Payments

1. Our invoices are to be paid without deduction within the grace period provided on the invoice. If the payment deadline is exceeded interest will be charged.
2. We are not obligated to provide further services before invoice balances that are due have been paid. If the payment term is exceeded with an invoice, or the contract partner gets into exposure of assets, this causes the immediate maturity of all of our invoices from business connections with the customer, even if an extension was granted or changes have been accepted.
3. Credit approvals and terms of payment can be revoked any time. Payments are to be made to the banks or accounts provided on our forms.
4. Our representatives are not authorized to perform collections. Different payment terms are to be fundamentally agreed by the conclusion of the sale. Drafts can be accepted as payment if this was agreed by conclusion of the sale.
5. Payments given in draft or checks are accepted only on account of performance.
6. Offsetting with counterclaims of the customer is excluded - unless, these would be indisputable or ascertained legally. The corresponding applies to any exercised right of retention.

## § 5 Contracts

1. If it turns out after conclusion of the contract that the credit rating of the contracting partner is not suitable for a grant of credit, we are thereby entitled to demand prepayments or security deposits at our discretion because of due or not yet due claims from all existing contracts, and to refuse fulfillment until prepayment or payment of a security deposit. If this demand is not fulfilled by the deadline, we can, at our discretion, withdraw from the contract or require compensation for damages because of non-fulfillment.
2. Contract annulments are only effective with our approval. In this case, as well as in all contract cancellations caused by fault of the customer, we are entitled to compensation for the damages resulting from lack of fulfillment at the rate of 25% of the agreed purchase price sum without detailed verification. In individual cases, we reserve the right to demand higher damage compensation, and it is left to the customer to prove that the damage has not occurred or was lower.

## § 6 Passing of Risk

The risk passes to the contracting partner, who is the enterpriser, as soon as the shipment has been handed over to the transportation company or has left for the purpose of sending to our warehouse. In case delivery is not possible by no fault of our own, the risk passes to the customer (i.e. enterpriser) upon registration of readiness for shipment. This also applies if we have taken over the shipment- or delivery costs.

## § 7 Packaging

If the shipment of wares occurs on pallets, these will be billed with their customary purchase price.

Upon return to our factory the amount is credited less a usage charge.

## § 8 Guarantee and Limitation

Legal regulations apply with the following requirements:

1. The enterpriser as contractual partner is obligated to inform us of deficiencies immediately in writing, and at the latest within a week after receipt of delivered items. Deficiencies that cannot be discovered within this timeframe even with careful checking are to be indicated to us in written form immediately after discovery.
2. The warranty period amounts to 1 year for contractors for movable items which are not intended for construction according to their usual use. For consumers, the legal regulation applies. This does not apply to damages from death, bodily injury or bodily harm which is based on a careless or intentional breach of duty of the user or a careless or intentional breach of duty of a legal representative or assistant of the user.
3. We are liable for delivery defects within the scope of the guarantee to the exclusion of other claims as follows:  
All those parts which show defects are to be repaired free of charge according to our equitable discretion, or to be delivered anew those which are useless or considerably impaired in their usefulness, in particular because of faulty design, bad building materials or defective construction as can be proved as resulting from a condition existing before the passing of risk. Nevertheless, the opportunity is to be given us to check the contested defects there and then or to have them checked. Replaced parts become our property.  
For foreign products, the contractual partner can require either the cession of our liability claims against our supplier, or oblige us to assert these liability claims with our supplier for him.  
c) Regarding the undertaking of all emerging necessary repairs and spare deliveries, the contracting partner has to give us the necessary time and opportunity for the repair or spare delivery after prior notification; otherwise we are released from liability for defects.  
d) Of the existing direct costs of the repairs or spare delivery - as long as the complaint turns out to be warranted - we cover only the costs of the replacement parts including the delivery and the assembly- and disassembly costs.  
We can refuse the removal of defects, as long as the contractual partner is not ready to fulfill his contractual obligations in return for the fault removal.  
f) No guarantee is assumed for damages which have originated for the following reasons: inexpedient or improper use, faulty assembly by the contractual partner or faulty or negligent handling.  
g) Liability is excluded for results arising from an alteration or repair work that is carried out because of possible improper use on the part of the customer or third party without our previous approval.  
h) With DIN/EN-standardized goods the DIN/EN tolerance applies.  
In other respects thickness tolerance + - 2mm applies, length and width tolerance + - 3mm, default freedom + - 3 mm/m per linear meter. For insulation panels a level-level surface cannot be guaranteed for technical reasons. Unevenness is no grounds for a complaint.  
j) § 8 number 3 „a“ to „g“ do not apply to users.

## § 9 Extending the warranty

Our contracting partner as an entrepreneur commits himself to forego for the case of subcontracting supply of a component on the defense of the limitation for another six months after the expiration of the warranty in order to grant to us the possibility of recourse.

## § 10 Delivery- and Time of Performance

1. Delivery dates or deadlines that can be declared binding or non-binding are required to be in written form.
2. Delays of delivery and service delays because of acts of God and on the basis of events which make it significantly difficult or impossible for the sales person to perform the service - especially included here are strike, lock-out, official directives, transportation problems, like traffic jam, blockages or similar, etc., also if they occur for our deliverers or sub-deliverers - we do not have to respond with obligingly agreed deadlines and appointments. They entitle us to push back the delivery or service around the duration of the impediment plus an adequate lead time, or to withdraw completely or in part from the contract because of the not yet fulfilled part.
3. If the hindrance lasts longer than 3 months, the contractual partner is, after appropriate grace period notification, authorized to withdraw from the contract in view of the not yet fulfilled portion. If the term is extended or we become free of the obligingly agreed delivery date / deadline, the contracting partner cannot derive compensation claims out of this.
4. We are authorized to provide partial deliveries and services at any time.
5. In any case, the observance of terms of delivery or appointments assumes the final clarification of all technical details and, if necessary, the timely adduction of the specifications to be reported by the contractual partner, or documents to be procured, approvals, releases etc., and performing the necessary requirements as well as the submission of contractually agreed payments, if necessary.

## § 11 Reservation of Property Rights

1. Until payment of all receivables (including all account settlement requirements from current accounts as well as note receivables) which we are entitled to on every legal ground against the contracting partner and his enterprise group now or from now on, the following securities are granted which we will release by request based on his choice, as long as their value exceeds the receivables by more than 10% with lasting effect.
2. The goods remain our property. Conversions or reorganization always occur for us as a manufacturer, however, without obligation on our part. If our (joint) ownership expires by incorporation, it is therefore agreed now that (joint) ownership of the buyer of standard items carries over to us as a percentage of value (invoice value). The contracting partner safeguards our (joint) ownership free of

charge. Goods that we are jointly entitled to are designated below as goods subject to retention of title.

3. The contracting partner is entitled to process the goods subject to retention of title in proper business dealings and to dispose of them, as long as he is not in default. Pledging securities or transfers by way of securities are inadmissible. The contracting partner resigns to us by way of security in full amount existing receivables from the resale or from other legal grounds (assurance, unauthorized action) with regard to goods subject to retention of title (including all balance receivables of the current account). We authorize the contracting partner to collect the receivables surrendered to us for our calculations in their own name until revoked. The collection authorization can be revoked only if the buyer does not properly satisfy his obligations to his bills of debt.

4. If third parties gain access to the goods subject to retention of title, the contracting partner is advised of our property and must inform us immediately. Costs and damages are the responsibility of the contracting partner.

5. If the customer's behavior is contrary to the terms of the agreement - in particular default - we are entitled to take back the goods subject to retention of title and to require, if necessary, abandonment of the right to release charges of the customer against the third party. In the revocation as well as in the garnishment of the goods subject to retention of title by us, there is no withdrawal from the contract.

#### § 12 Limitation of Liability

1. Our liability is – with the exception of damages from death, bodily injury or injury to health – limited to gross and deliberate negligence. That also applies for damages caused by staff assistants and legal representatives.

2. Nevertheless, without limitation, we are liable for damages from death, bodily injury or injury to health.

3. With regard to enterprisers we further limit liability according to paragraph 1 to the typical damages predictable by conclusion of the contract. Paragraph 2 remains unaffected by this.

#### § 13 Abandonment

The abandonment of claims which are entitled to the contracting partner from the business connection to us is excluded.

#### § 14 Applicable Law, Legal Venue, Partial Severability

1. The laws of the Federal Republic of Germany apply for these conditions of business and the entire legal relationships between us and our contracting partners.

2. As long as the contracting partner is a salesman in the sense of the German commercial code, legal personnel of public law or special fund under public law, the District Court of Riedingen or County Court of Ravensburg is the court of jurisdiction for all direct or indirect disputes arising from the contractual relationship.

3. Should a provision in these conditions of business or a provision in the scope of another agreement be or become ineffective, the effectiveness of all other provisions or agreements are not affected.

#### § 15 Final Clause

We save data of our clients and interested parties in the framework of our mutual business connections in accordance with the Federal Data Protection Act.