

General Terms and Conditions

1. General

- 1.1 The following conditions of 1-8 shall apply to commercial transactions with all customers who are not consumers within the meaning of art. 13 BGB.
- 1.2 These terms apply exclusively for all – even future – offers, deliveries and services and shall be recognized by award of the contract or acceptance of delivery. Deviating conditions of the buyer are hereby rejected. Deviations from these conditions shall be effective only after written confirmation.

2. Quotations/Orders

- 2.1 Our offers are not-binding and without obligation for us. The agreements shall come into force based on our written order confirmation.
Additional agreements and subsequent deviations must be in writing to be legally effective. This also applies to any waiver of the written form requirement.
Tender documents such as drawings and material specifications shall remain our property. They fall under the copyright protection. No rights may be exercised towards them.
- 2.2 Orders shall only become binding regarding the scope and content, including prices, solely based on our written confirmation.
We shall reserve the right to correct errors in quotations, order confirmations and invoices. Size, weight and performance details and pictures – even in brochures – are only approximate and shall not be binding.

3. Prices and terms of payment

- 3.1 Unless otherwise agreed, the prices are ex-works, excluding packaging and freight as well as the statutory VAT.
- 3.2 Unless otherwise agreed, our invoices are due for payment within 30 days payment in full. The customer has the contractual obligation to pay the purchase price within 30 days of the receipt of goods. After this period, the customer is in default of payment.
- 3.3 The customer shall pay an interest of 8% above the base rate for any money owed to us during the default of payment. We expressly reserve the right to assert claims for further compensation as specifically demonstrated by us that flows from such default.
- 3.4 Received payments are applied to the oldest claim even if a payment is made for designated goods. Bills of exchange, cheques and other instruments shall be accepted only by prior agreement, without guarantee for protest and subject to their eligibility for discount. The costs of collection, bank interest and charges shall be borne by the purchaser.
- 3.5 The purchaser cannot offset with counterclaims which we have not approved unless we do not deny the claim or a judgment has been decided upon in favour of the purchaser. The purchaser has no right of retention unless it is based on the same contractual relationship.
- 3.6 If the purchaser does not fulfil his payment obligations, in particular if a cheque or bill of exchange is rejected or he ceases his payments or if other circumstances become known that render the creditworthiness of the purchaser questionable in a manner unacceptable for the business relationship, we shall be entitled to consider the entire remaining balance as due even if we have accepted cheques or bills of exchange. In this case, we shall also be entitled to demand advance payment or security.

4. Deliveries

- 4.1 The delivery times and dates are always only approximate. We shall strive to comply with these. For manufacturing

reasons, a deviation of 10% of the order amount is reserved on delivery.

- 4.2 The agreed delivery period shall begin with the day on which the agreement between the purchaser and us regarding the order has been submitted to us in writing. The due date shall be regarded as met with the notification of the readiness for shipment. It will be extended – without prejudice to our rights arising from default of the purchaser – by the period during which the customer is in default with its obligations under this or any other contract with us. We are entitled to perform partial deliveries. Partial invoices are permitted.
- 4.3 If we are prevented from executing the delivery due to force majeure, labour disputes, riots, lack of energy, regulatory intervention, work restrictions, failure of traffic and transportation, business disruptions in our location or that of our suppliers or through similar circumstances which could not be avoided with reasonable care, we shall be released from our obligation to fulfil the contract for the duration of these circumstances. We shall be released from our obligation to deliver if this renders delivery impossible. We shall in particular be free from any obligation if any of our suppliers are exempted from the delivery obligation based on their delivery and payment conditions. We shall also not be responsible for any hindrances if they occur during an already existing delay. However, we shall be entitled to still execute the delivery after the expiration of the hindrance and reasonable preparation time. The purchaser can demand a statement from us as to whether we intend to deliver within a reasonable time. Our silence shall be deemed as a rejection.
We are only entitled to claim the aforesaid circumstances if we immediately inform the purchaser of the occurrence of the event.
- 4.4 With the shipment of the goods, the risk shall be transferred to the recipient even if a free delivery is agreed and even if shipment is not made from the place of performance according to these provisions. Losses and damages during transportation shall be borne by the recipient.
Transport insurance shall be at the expense of the purchaser and only upon agreement.
If the goods are ready for shipment and the acceptance or shipment through us is delayed for reasons beyond control, the risk shall pass to the purchaser upon receipt of the shipment advice.
- 4.5 Provided deliveries shall be accepted promptly and at the latest within 8 days after issuing of the shipment advice.
If the purchaser does not accept after this period and also not within a further granted period of 8 days or if he seriously refuses the acceptance, we shall be entitled to claim damages for non-performance or rescind the contract in whole or in part.
- 4.6 If we fail to meet the agreed binding delivery period by more than 14 days due to reasons for which we are accountable and provided a correct and timely delivery was provided to us, we shall be in default of delivery when the written request is submitted to us.
If we continue to fail to deliver after receipt of a further letter of formal notice within a specified and reasonable period, the purchaser may withdraw from the contract or claim damages in accordance with paragraph 6.
If a partial delivery has already been executed at this time, then the claims of the purchaser shall only be for the extent of the undelivered portion of the goods.

5. Material defects

For material defects we shall be liable as follows:

- 5.1 All parts or services shall be repaired free of charge at our discretion, replaced or provided again, within the limitation period – without considering the operating time – that show a defect, provided that the cause already existed at the time of the transfer of risk.
- 5.2 Claims for defects shall expire after 12 months. This does not apply if the law pursuant to art. 479, section 1 (right of recourse) of the German Civil Code prescribes longer periods as well as in cases of injury to life, body or health, intentional or grossly negligent breach of duty by us or fraudulent concealment of a defect. The legal provisions regarding suspension of expiration, suspension and recommencement of limitation periods shall remain unaffected.
- 5.3 The purchaser shall notify defects to us immediately in writing.
- 5.4 In case of defects, the purchaser may retain payments to the extent which are in an appropriate proportion to the occurred defects. The purchaser may withhold payments only if a complaint is made, whose justification is certain to be beyond any doubt. If the complaint is unjustified, we are entitled to demand compensation for the expenses incurred by us from the purchaser.
- 5.5 We shall initially be granted the opportunity for a subsequent performance within a reasonable time frame.
- 5.6 If the subsequent performance fails, the purchaser may – without prejudice to any claims for damages in accordance with para. 6 – withdraw from the contract or reduce the remuneration.
- 5.7 There shall be no claims for defects in the case of only slight variation from the agreed quality, in the case of only slight impairment of serviceability, where there is natural wear and tear, which occurs after the transfer of risk through faulty or negligent handling, excessive strain, unsuitable equipment or from particular external influences which are not mentioned in the contract (in particular the use of electric heating elements with a non-normal surface load for the intended application (watts/cm²) and/or non-conventional heat loss due to mechanical damage, chemical, electrical and electromechanical unforeseeable influences, impurities (in particular of the resistance wire), corrosion, tampering by the customer (in particular with existing switching devices) and an incorrect assembly by the purchaser). If the purchaser or third parties perform unauthorized modifications or maintenance work, there shall be no claims for defects for these as well as the consequences that develop through this.
- 5.8 Claims of the purchaser based on expenses for the purpose of supplementary performance, in particular for transport, travel, labour and material costs shall be excluded, if the extent of the expenses is increased because the subject of the delivery was transported to a place other than the premises of the customer after the delivery, unless the transfer is in accordance with its intended use.
- 5.9 Recourse claims against us according to art. 478 BGB (recourse of the entrepreneur) is only applicable insofar as the purchaser has not entered into an agreement with his customer, which exceeds the statutory warranty claims provisions. For the extent of the recourse claim of the purchaser against us pursuant to art. 478 sect. 2 BGB, paragraph 8 shall apply accordingly.
- 5.10 For claims for damages paragraph. 6 shall apply accordingly. Further or other than those claims regulated in this paragraph 5 of the purchaser against us or its agents due to a defect shall be excluded.

6. Claims for damages

- 6.1 If a delivery is impossible, the purchaser shall be entitled to claim for damages, unless we are not responsible for the impossibility. However, the claim for damages shall be limited to 10% of the value of that part of the delivery which cannot be put into operation as intended due to the impossibility. This limitation shall not apply in cases of intent, gross negligence or injury of life, body or health where a mandatory liability persists. A change in the burden of proof to the detriment of the purchaser is not associated with this. The right of the purchaser to cancel the contract remains unaffected.
 - 6.2 Claims for damages and reimbursement of expenses of the purchaser (hereinafter: damage claims), regardless of the legal reason, including infringement of duties arising from the contract or unauthorized actions, shall be excluded.
 - 6.3 This limitation shall not apply in cases of mandatory liability, for example, pursuant to the German Product Liability Act or in cases of intent, gross negligence or injury of life, body or health due to a breach of fundamental contractual obligations. The claim for damages for the breach of fundamental contractual obligations is limited to the contract-typical, foreseeable damage if there is no wilful misconduct or gross negligence or grounds for liability due to the injury of life, body or health. A change in the burden of proof to the detriment of the purchaser is not associated with the aforementioned provisions.
 - 6.4 If the purchaser, pursuant to paragraphs 6.2 and 6.3 is entitled to claims for damages, these shall expire according to the limitation period for claims based on defects pursuant to paragraph 5.2. For damage claims pursuant to the German Product Liability Act, the statutory limitations shall apply.
- ## 7. Retention of title
- 7.1 Our deliveries are performed exclusively subject to retention of title.
 - 7.2 The ownership of the goods shall only pass to the purchaser when all debts that arose from the business relationship have been paid in full even if payments were made with a designation for particularly specified goods. For current accounts, the retention of title shall serve as security for the outstanding balance.
 - 7.3 The buyer shall be entitled to resell the goods in the ordinary course of business, provided he is not in default and the claim from the resale shall pass to us. He shall not be entitled to dispose of the goods subject to the reservation of title in any other manner.

The claim of the purchaser from the resale of the goods subject to the reservation of title are already assigned to us in advance to secure all our claims that derive from the business relationship. If the goods subject to the reservation of title after processing with other items not belonging to us are resold by the purchaser, he shall assign his part of the claim to us in advance, which corresponds to the invoice value of our goods in proportion to the invoice value of the other processed goods at the time of the processing. The purchaser is authorized to collect the debt for us as long as this authorization, which can be renounced at any time, is valid. At our request, he is obliged to notify the assignment to the third-party purchaser and to provide us with the information required to assert our rights as well as the respective documents.
 - 7.4 A processing or machining of the goods subject to the reservation of title shall be performed without any liabilities arising for us whatsoever, on our behalf by the purchaser and in such a way that we are manufacturer within the

meaning of art. 950 BGB and thus at any time and degree of processing retain sole ownership of the manufactured goods. If the goods subject to the reservation of title are processed with other goods not belonging to us, we shall be entitled to co-ownership of the new product, which corresponds to the invoice value of our goods in proportion to the invoice value of the other processed goods at the time of the processing. For the goods that derived from the processing, the same shall apply as for the goods subject to the reservation of title. It shall be deemed as goods subject to the reservation of title in the sense of these terms. If the goods subject to the reservation of title supplied by us are mixed with other goods, the purchaser shall assign his ownership or co-ownership rights towards the mixed goods to us and shall store these with the proper commercial care.

- 7.5 If the value of the securities held by us exceeds our claim by more than 10%, we shall upon request of the purchaser or a third party affected by the excessive securing, release a corresponding proportion of the security rights.

8. Final provisions

- 8.1 Place of performance is 51545 Waldbröl and jurisdiction shall be 53721 Siegburg. We shall also be entitled to execute legal measures at the official address of the purchaser. The laws of the Federal Republic of Germany shall apply exclusively.
- 8.2 We shall hold the purchaser's details electronically (art. 26 BDSG).
- 8.3 The possible legal invalidity of any provision of these terms of sale and delivery shall not affect the validity of the remaining provisions.