



Terms and Conditions of Sale and Delivery

Scope of Application

These Terms and Conditions shall only apply to companies, legal entities under public law and special funds under public law.

I. Application

1. Orders only become binding when the Supplier issues confirmation of order. Changes and additions shall be made in writing. We do not accept any liability for incorrect deliveries arising from misunderstandings in communications given verbally or over the telephone, or any other information, documentation, drawings and patterns that prove to be incomplete or unclear in some way. All offers are non-binding unless they have been specified as binding offers.

2. In the case of regular commercial relationships, these Terms and Conditions shall also apply to any future operations even if no explicit reference is made to them, provided the Customer has received them with a previous order confirmed by the Supplier.

3. The Customer's Terms and Conditions shall not apply, unless they have been expressly accepted by the Supplier.

4. If individual provisions should prove to be or become ineffective, this shall not affect the remaining provisions.

II. Prices

1. In case of doubt, the prices are quoted ex-works, excluding freight, customs, import levies and packaging, plus the legal level of Value Added Tax.

2. Up until the time of delivery, if there is a considerable change in the cost factors after the quotation has been submitted or the order has been confirmed, the Supplier and the Customer shall agree on an adjustment to the prices and the cost components.

3. Price increases, increases in any type of levies, wage and freight increases, unforeseen difficulties in manufacturing and additional operations which should prove necessary for custom productions, will result in price increases to be borne by the Customer.

4. For new orders (=follow-on orders), the Supplier is not bound by previous prices.

III. Obligation to Supply and Acceptance

1. The delivery deadline begins on the day that the Supplier accepts the order, but not before there is full clarification of all the details about executing the order. It is never binding for the Supplier. When notification is provided stating that the delivery is ready, the deadline is deemed to have been met if the despatch is delayed or impossible through no fault on the part of the Supplier.

2. If there is a failure to meet the agreed delivery deadline due to the own fault of the Supplier, the Customer shall then be entitled to claim for compensation for the delay or to withdraw from the contract, to the exclusion of all further claims unless it has acted with gross negligence or intent. The maximum compensation for the delay will be limited to 5% of that part of the delivery that was not executed as agreed. Withdrawal is excluded if the actual Customer is in default of acceptance. The Customer shall retain the right to provide evidence of a higher loss.

3. Appropriate partial deliveries as well as reasonable divergences of up to plus/minus 10 % from the quantities ordered are permitted.



4. In the case of make-and-take orders without any agreement on the timespan, batch sizes or acceptance dates, the Supplier may request a binding specification for these within three months of the confirmation of order. If the Customer does not respond to this request within three weeks, the Supplier is entitled to set a two-week grace period and to withdraw from the Contract when this has lapsed and/or require compensation.

5. Orders are to be retrieved within a period of twelve months. The Supplier shall retain the right to withdraw from the Contract and/or require compensation if this period is exceeded.

6. In the event of force majeure, the Supplier shall be entitled to postpone delivery for the duration of the hindrance and an appropriate lead time, or to withdraw from the contract either in part or in full because of the part that has not been executed. Force majeure shall be equivalent to strikes, lock-outs, unforeseen and unavoidable circumstances such as, for example, operational interruptions or lack of raw materials that make it impossible for the Supplier to deliver on time in spite of reasonable efforts. The Supplier is responsible for providing proof of this. This shall also apply if the above hindrances occur during a delay or for a sub-contractor. The Customer may request the Supplier to state within two weeks whether it wishes to withdraw from the Contract or to deliver within an appropriate grace period. If it does not state this, the Customer may withdraw from the part of the Contract that has not been executed. The Supplier shall immediately inform the Customer if circumstances constituting force majeure as listed in Section 1 occur. He shall be required to minimise any adverse effects to the Customer.

IV. Packaging, Despatch, Transfer of Risk and Default of Acceptance.

1. Unless otherwise agreed, the Supplier shall choose the packaging, type of despatch and despatch route.

2. Even for freight-paid deliveries, the risk shall pass to the Customer as soon as the goods leave the works. In the event of a despatch delay which is attributable to the Customer, the risk shall be transferred with the notification of readiness to despatch.

3. If the Customer makes a written request, the goods shall be insured against risks it has specified and it shall bear the cost for this.

V. Retention of Title

1. The Supplier shall retain ownership of the deliveries until the Customer has met all the Supplier's requirements, even if the purchase price for specially designated requests has been paid. If a running account is operated, the retained title for the deliveries (goods subject to retention of title) applies as a security for the balance of the Supplier's invoice. Should the Supplier become liable on the basis of a bill of exchange concerning the payment of the purchase price, the retention of title shall not expire until the bill of exchange has been honoured by the purchaser as the drawee.

2. Handling or processing by the Customer is effected under exclusion of acquisition of ownership according to section 950 BGB (German Civil Code) and on behalf of the Supplier; for the goods produced in this manner, the Supplier shall become co-owner according to the proportion of the net invoice value of its goods to the net invoice value of the goods to be handled or processed which, being goods subject to retention of title, shall serve as security for the claims of the Supplier according to Section 1.

3. When the Customer undertakes processing (combining/amalgamation) with other goods that do not belong to the Supplier, this shall be governed by the provisions under sections 947 and 948 BGB with the result that the Supplier's share of the co-ownership of the new item shall be deemed to be goods subject to retention of title as defined by these provisions.

4. The Customer may only resell the goods subject to retention of title as part of a normal business transaction and only on condition that it also agrees upon a retention of title according to Sections 1 to



3 with its client. The Customer is not entitled to dispose of the reserved goods in any other way, in particular by way of pledges or transfers of security.

5. If the goods are resold, the Customer shall hereby assign to the Supplier all receivables arising from the resale and any other legitimate claims against its client together with all ancillary rights, from that time until the Customer has fulfilled all the claims of the Supplier. The Customer shall immediately provide all the information and documents required to enforce the Supplier's rights with respect to the Customer's clients, when the Supplier requests these.

6. If the Customer resells goods subject to retention of title after they have been processed according to Section 2 and/or 3 together with goods that do not belong to the Supplier, the claim to the purchase price according to Section 5 shall only be assigned according to the value of the invoice for the Supplier's reserved goods.

7. Should the value of the securities held for the Supplier exceed its total claim by more than 10%, the Supplier must release such securities at the Customer's request and according to the Supplier's choice.

8. The Supplier must immediately be notified if any goods subject to retention of title are seized or confiscated by a third party. The Customer shall always bear the costs resulting from an intervention, unless these are borne by third parties.

9. If the Supplier should repossess the reserved goods in order to make use of its retention of title according to the above provisions, it is entitled to sell the goods privately or to have these auctioned. The enforcement of the retention of title and the request for their surrender particularly represent a withdrawal from the Contract. The reserved goods shall be repossessed according to the proceeds generated, but no more than the agreed delivery prices. Additional rights to compensation, especially for loss of profit, shall remain.

VI. Liability for Defects when there are Material Defects

1. The reference sample presented to the Customer to be reviewed at the request of the Supplier is decisive for the quality and workmanship of the products. The information about the technical standards shall be used for the description of the service and does not indicate a guarantee of the quality.

2. If the Supplier has advised the Customer outside of the performance of the Contract, it shall only be liable for the operational capability and the suitability of the delivery item in the case of an express, prior warranty.

3. Notices of defects shall be immediately submitted in writing. If defects are concealed, the complaint shall be made as soon as the defect becomes evident. In both situations, all claims for defects shall lapse twelve months after the transfer of risk, unless otherwise agreed. If the law stipulates that longer periods of time are required according to sections 438(1) (2) BGB, 479(1) BGB and section 634a(1)(2) BGB, these shall apply.

4. If a notice of defects is justified, the Supplier shall be obliged to rectify these, and the expected quality and execution shall be determined according to the reference sample that the Customer had approved in writing. If the Supplier does not meet this obligation within a reasonable period of time or if repairs fail in spite of repeated attempts, the Customer is entitled to reduce the purchase price in consultation with the Supplier or to withdraw from the Contract. An entitlement to additional claims, especially the reimbursement of costs incurred or claims for damages because of direct or consequential damages only exists according to the regulations in Section VII. Replaced parts are to be returned to the Supplier upon request.

5. Unauthorised reworking and improper handling shall render all warranty claims invalid. The Customer is only entitled to perform repairs and request reasonable reimbursement for the costs of these if the Supplier has been notified beforehand, and only if these are performed in order to prevent unreasonably high levels of damage or if the Supplier has delayed in rectifying the defect.

6. Deterioration or wear and tear due to the use agreed in the Contract do not represent warranty claims.

7. Recourse claims according to sections 478 and 479 BGB shall only exist if the claim was authorised by the user and only in the legal scope, but not for goodwill arrangements agreed with the Supplier, and they assume that the Party entitled to recourse has fulfilled its own obligations, especially the obligation to notify about defects.

VII. General Limitations to Liability

In all cases when the Supplier is obliged to reimburse for damage or expenses on the basis of contractual or legal claims which differ from these Terms and Conditions, it shall only be liable if itself, its executive employees or vicarious agents are responsible for culpable intent, gross negligence or injury to life, limb or health. This shall not affect no-fault liability according the Product Liability Law or liability for fulfilling a quality warranty. Neither shall this affect liability for culpable breach of essential contractual obligations. However, apart from in the cases included in sentence 1, this liability shall be limited to damage that is predictable and typical for the Contract. Any change to the burden of proof that is to the detriment of the Customer shall not be linked to the aforementioned regulations.

VIII. Terms of Payment

1. All payments must be made to the Supplier in € (EURO).

2. Unless otherwise agreed, the purchase price for deliveries or other services is subject to a 2% discount if paid within 14 days and must be paid in full within 30 days of invoicing. All previous, undisputed invoices due, must have been settled in full for a discount to be granted. No discount is granted for any payments by bill of exchange. Tools and machine components are not subject to discount.

3. If the agreed deadline for payment is exceeded, interest will be charged at the legal interest rate of 8 percentage points above the respective base interest rate for the ECB, unless the Supplier can prove greater losses. The Customer shall retain the right to provide evidence of a smaller loss.

4. The right to decline cheques or bills of exchange shall remain. Cheques and bills of exchange eligible for rediscounting shall only be accepted as conditional payment, and all costs associated with these shall be borne by the Customer.

5. The Customer may only offset an account or use its right of retention if its claims are undisputed or established in law.

6. All the Supplier's claims shall be immediately due for payment if there is a continued failure to comply with the Terms and Conditions for payment or if there are circumstances that justifiably cast a serious doubt on the creditworthiness of the Customer. In this case, the Supplier shall also be entitled to request payment in advance for outstanding deliveries and to withdraw from the Contract if a reasonable deadline has expired, without success.

IX. Moulds (Tools)

1. The price for moulds also includes the costs for a one-off sampling, but not the costs for the testing and processing procedures, or for changes requested by the Customer. The Supplier shall bear the costs for additional sampling that it requires.

2. Unless otherwise agreed, the Supplier is and shall remain the owner of the moulds produced for the Customer by the actual Supplier or by a third party commissioned by it. Moulds shall only be used for the Customer's orders if the Customer has complied with its payment and purchase commitments. The Supplier shall then only be obliged to replace these moulds free of charge, if these are necessary in order to meet the output quantity assured for the Customer. The Supplier shall be obliged to store them for up to two years after the last delivery of parts using the mould and with prior notification to the Customer.



3. If the Customer should become the owner of the moulds as agreed, the ownership shall be transferred after the purchase price for them has been paid in full. The surrender of the moulds to the Customer shall be replaced by storage on behalf of the Customer. Irrespective of the legal right of the Customer to claim for their surrender and the life-time of the moulds, the Supplier is entitled to be in sole possession of the moulds until the end of the Contract. The Supplier shall label the moulds and insure them at the request and expense of the Customer.

4. The tooling to be manufactured by the supplier will remain within the ownership of the supplier after the subsidy to the tooling charges has been paid in full. Unless not explicitly expressed, the supplier engages in only producing order for the purchaser. The tooling will be stored appropriately and professionally, and shall not be made available to any third party.

5. For moulds owned by the Customer according to Section 3 and/or that have been loaned to the Customer, the Supplier's liability in terms of storage and maintenance shall be limited to the care it uses with its own affairs. The Customer shall bear the maintenance and insurance costs. These obligations for the Supplier shall no longer exist if the moulds have not been collected after the order has been completed when a corresponding request has been made to the Customer. The Supplier shall always have the right to retain the moulds if the Customer has not fully met its contractual obligations.

X. Supply of Materials

1. If materials are supplied by the Customer, these shall be delivered on time and in perfect condition at its own expense and risk and with an appropriate volume surcharge of at least 5%.

2. If these requirements have not been met, the delivery time shall be extended as appropriate. Except in cases of force majeure, the Customer shall also pay the extra costs that arise from interruptions of production.

XI. Industrial Property Rights and Deficiency in Title.

1. If the Supplier is to use the Customer's drawings, models, patterns, or parts supplied by the Customer, the Customer assures that these are not in breach of the industrial property rights of third parties in the country for which these goods are destined. The Supplier shall notify the Customer of rights that become known to it. The Customer shall release the Supplier from third party claims and reimburse any resulting loss. If a third party prevents production or delivery because it has property rights, the Supplier is entitled - without verifying the legal situation - to stop work until the Customer and the third party have clarified the legal situation. If it is no longer reasonable to expect the Supplier to continue working on the order as a result of the delay, it is entitled to cancel.

2. The drawings and patterns that have been provided to the Supplier and that did not result in the order shall be returned upon request. Otherwise it is entitled to destroy them three months after submitting the quotation. This obligation also correspondingly applies to the Customer. The Party that has the right to destroy the materials shall give prior notice to the Contractual Partner concerning its intention to destroy these.

3. The Supplier shall hold the copyright and any applicable intellectual property rights, especially all the rights to use and exploit the models, moulds and appliances, designs and drawings that have been designed by the Supplier or by third parties on its behalf.

4. Should there be other defects of title, Section VI. shall correspond to these. The price(s) quoted are based on the current prime costs for materials, labor and other services. We reserve the right to adjust our sales price(s) accordingly, if there should be a change in these prices.

XII. Place of Performance and Jurisdiction

1. Marburg/Lahn shall be the place of performance and the legal venue for mutual claims arising from the Contract and outside of it.



2. Only German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (BGBl (Federal Law Gazette) 1989 page 586) for the Federal Republic of Germany (BGBl 1990 page 1477) is excluded.

Marburg, 28.10.2016