

# GENERAL TERMS AND CONDITIONS OF SALE

## 1. Validity of the Conditions

These General Terms and Conditions of Business apply to all business relations with the customer, even if no reference is made to them in subsequent transactions. They apply even if the customer refers to other conditions in its order or in a letter of confirmation, unless we have expressly agreed to them in writing. By accepting our goods, the customer always expresses its agreement with our General Terms and Conditions of Business.

## 2. Quotations, written acknowledgements of orders, subsidiary agreements, typographical errors and miscalculations

Our quotations are provided without commitment. No supply contract exists until we have given our written acknowledgement of order.

Any subsidiary agreements, assurances concerning the characteristics of our goods and amendments of contracts require our written confirmation.

We may remedy any typographical errors, miscalculations and other obvious inaccuracies in our statements at any time and without any prejudice.

## 3. Tooling

The customer does not acquire any rights to tooling by paying a share of the cost. The tooling remains our property. We have the right, after prior discussion and agreement, to scrap tooling from which the customer has requested no deliveries for more than five years.

## 4. Lead times

The lead time begins after all particulars of the order have been clarified. The purchaser may claim damages and/or withdrawal from the contract owing to non-compliance with a firm lead time only if that non-compliance is demonstrably due to gross negligence or deliberate intent attributable to ourselves.

If we are prevented from delivering because of force majeure or circumstances ranking as such, e. g. labour disputes, official measures, stoppages or delayed supplies of raw and auxiliary materials, irrespective of whether they occur on our premises or those of our suppliers, any firm lead time is extended by the duration at the impediment. The customer may not claim damages in such cases.

If our promised deliveries or services cannot reasonably be expected or become impossible as a consequence of such occurrences, we may withdraw from all or part of the contract without being obliged to pay damages.

## 5. Mode of transport and route, transfer of risk

Unless otherwise agreed in writing, we decide upon the mode of transport and the route without being responsible for ensuring that the quickest or cheapest is chosen.

## 6. Pricing and payment conditions

The payment and delivery conditions set down in our acknowledgement of order are legally binding.

All payments must be remitted without cost to ourselves. If bills of exchange are accepted, the customer must bear the discount, collection and other bank charges without express agreement being required.

Payments are always used to pay off the oldest invoice. If the date fixed for net payment is exceeded, after due notice we may claim interest from the customer from that date onwards.

If the customer defaults on due payments or if, after the conclusion of the supply contract, justified doubts arise concerning its solvency, we may, at our discretion, request cash payment of all outstanding claims, including bills receivable, or surety. We are not obliged to make further deliveries under any current contract until that request is fulfilled. The customer may neither retain payments which are not based upon the same contractual relationship nor offset them against counter-claims which are disputed by us and not finally established by law.

## 7. Third parties' industrial property rights, copyrights and title to our documents, tooling and special equipment

In the case of orders in accordance with drawings or samples, we are liable to the customer for ensuring that third parties' industrial property rights are not infringed. We retain the title or copyright to the drawings, sketches or samples accompanying our quotations. They may not be made accessible to third parties without our written consent and must be returned without being specially requested if the contract is not concluded with us.

## 8. Retention of title

Supplied goods remain our property until the customer has paid all the claims we have against it. Until then, any pledging or assignment as security is forbidden.

If our goods are combined with other items, it is hereby agreed that we acquire joint ownership of the new items created by the combination pro rata to the value of our retained goods compared with the value of the other processed items. The customer safeguards for us the new items created by the combination.

## 9. Notices of defects

Obvious defects of the goods supplied by us must be notified directly in writing within one week from receipt; otherwise, the goods are deemed to be approved. Hidden defects must be notified directly to us in writing immediately after discovery. We accept no liability after the statutory period of prescription.

If our goods have defects, we undertake at our discretion and without charge to repair the goods in question on our premises or the customer's premises or to supply perfect replacement goods.

If the customer has combined the goods we supplied with other items, we are not liable for the cost of installing or dismantling the defective goods and installing the subsequent replacement goods.

If we are unable to repair or provide perfect replacements, the customer may claim reduction of the payment or withdraw from the contract.

The customer has no further warranty claims or claims for damages, especially for consequential damages or lost profit, irrespective for the legal ground therefore, unless the cause is based upon deliberate intent or gross negligence attributable to ourselves.

## 10. Place of performance and jurisdiction

The place of performance for both parties is Munich and the Courts of Munich have jurisdiction.

We reserve the right to bring legal action at the customer's registered office.

