

## General Terms and Conditions (GTC)

1. For all contracts concluded by us our general terms and conditions apply, even if our buyer or other contractual partner (hereinafter referred to as the customer) has objected to them or has referred to other conditions. We are only bound to deviating terms and conditions of the customer if we have expressly agreed to them in writing. At the latest with the acceptance of our first delivery, the customer acknowledges our terms and conditions, even if he has referred to his terms and conditions upon conclusion of the contract and we have not contradicted this.
  2. Our offers are non-binding, changes and additions to the contract are only effective if we have confirmed them in writing.
  3. The delivery deadlines and delivery dates stated in our order confirmations and other confirmation letters are not binding; a delivery within six weeks from the specified date or the specified period is contractual. This does not apply if we have expressly stated delivery times or delivery dates or if these have been agreed upon; Assurance and agreement shall require written form.
  4. If the customer does not receive the goods within the agreed period or until expiry of a further deadline set by us, we can either send the goods to the customer unsolicited and charge the purchase price or, maintaining further claims, withdraw from the contract or claim damages for non-performance.
  5. We ship the goods for the account and risk of the customer, unless we have expressly confirmed to the customer in writing. The risk is - even with freight-free delivery - on the customer with the delivery of the goods to the transport carrier or with the beginning of the transport by ourselves, or when picking up with the delivery to the people of the customer. If the customer delays the dispatch or collection of the goods, the risk shall pass to the customer on the day of readiness for shipment. We conclude a transport insurance for the goods at the expense of the customer, unless the customer informs us in writing that he is insuring himself. Incidentally, the INCOTERMS in their respective valid version apply.
  6. After unconditional acceptance of the goods by the carrier (forwarder, train or other transport company) or the customer's people, any subsequent claims due to external condition (such as packaging, leakage, etc.) are excluded.
  7. Our warranty and other liability, regardless of the legal reason, is governed as follows:
    - a) All delivery obligations we have received as well as announced or guaranteed delivery times and delivery dates are subject to the correct and timely delivery by our suppliers. If a required submission is delayed - for whatever reason - then deadlines and dates shall be postponed according to clause 3 accordingly. If a required subcontracting - for whatever reason - does not take place, we are released from the obligation to perform and are entitled to withdraw from the contract without the customer being entitled to any compensation claims of any kind whatsoever. This regulation applies to any kind of delivery of materials required to carry out our order.
    - b) Defects  
Recognizable defects of the goods can be claimed only within 3 working days of receipt, other defects only after immediate discovery. If the customer processes or handles the goods, if he sells the goods further or if the customer links the goods with other objects that are not our property, then this shall in any case be deemed as unconditional acceptance. For deficiencies that have been reported in good time, we provide a warranty of our choice, either by reducing the agreed price, delivering faultless replacement goods or rectification of defects. For the replacement product or the repair we provide only to the same extent warranty as for the original delivery.
    - c) Delay in delivery  
Our liability for damages caused by delay is limited to a maximum of 10% of the order value of the goods, with whose delivery we are in default. If the delay is limited to only part of the agreed service, the above liability limit shall be calculated according to the value of the goods resulting from this partial service even if the usability of the delivered total goods depends on the delayed partial service.
    - d) Advice to the customer  
For any advice of the customer, of any kind, which is always non-binding, we are not liable. In particular, our verbal or written technical advice does not relieve the customer of having to independently review our products for their suitability for the intended processes or purposes and the risk of infringement of any third-party property rights.
    - e) Other liability or claims  
In the case of own gross negligence, we are liable for the direct damage incurred, excluding indirect or consequential damage. If we are in default with the delivery or if this becomes impossible for us, the customer is entitled to withdraw from the contract after a reasonable grace period. If a substitute delivery or subsequent improvement chosen by us because of a defect in the delivered goods is impossible or not fulfilled on time or not properly, the customer is entitled to a reduction after a reasonable period of grace has been set. Any other liability on our part, for whatever legal reason, in particular from warranty, delay, impossibility, positive breach of contract, culpability in contract and tort is excluded.
  8. We reserve the ownership to all goods delivered by us (reserved goods) until the customer has paid all future claims arising from the business relationship, in particular any current account balance.
- a) If the customer connects or mixes the reserved goods with goods that do not belong to us, we acquire co-ownership according to §§947, 948 BGB. If the reserved goods delivered by us are an essential component of another thing as the main thing, it is understood that the co-ownership of the main thing in the ratio of the invoice value of our thing to the invoice value or lack of invoice value at the time value of the main thing assigns to us. The customer keeps the main thing for us free of charge and free of charge with due care.
  - b) If the customer processes or handles the goods subject to retention of title with other goods not belonging to us, we acquire co-ownership of the new object, in proportion of the value of the delivered reserved goods to the value of the other goods used for the manufacture of the goods at the time of the goods processing. The customer keeps the things in which our sole or co-ownership exists, for us free of charge and free of charge with due care. In the case of sole or joint ownership, which we acquire by combining, mixing, processing or processing the reserved goods, the provisions applicable to the goods subject to retention of title shall apply directly or correspondingly.
  - c) The customer is entitled to resell the reserved goods in the ordinary course of business, unless otherwise specified below. The customer hereby assigns to us the claims due to him from the resale against the customers for the consideration. If the reserved goods are sold together with other goods not belonging to us, the claim from the resale is assigned to us only in the amount corresponding to the ratio of the value of the reserved goods to the value of the third-party goods at the time of delivery for the purpose of fulfilling the resale. The assignment regulation according to sentence 1 and 2 shall apply accordingly if the customer uses the reserved goods to fulfill a work contract or a works delivery contract.  
The customer is obliged to provide us with information about the whereabouts of the goods subject to retention of title and the claims arising from their resale at any time. The customer is authorized until our revocation to collect the claims assigned to us. In the case of our cancellation, the customer has to indicate to our customer the assignment on our request. The customer is not entitled to dispose of the reserved goods and the assigned claims arising from the resale except as stated above. The customer must immediately notify us of a seizure or other impairment of the reserved goods or the claims assigned to us. The intervention costs have to be borne by the customer. The customer is obliged to store the goods subject to retention of title separately and to adequately insure them against all usual risks, in particular burglary and fire.
  - d) We are obliged to release the securities to which we are entitled under the preceding provisions at our discretion to the extent that their value exceeds our claims against the customer by more than 25%.
- 9) If we have not expressly confirmed otherwise in writing, the price agreed at the time of the order confirmation shall apply. In any case, we shall be entitled to charge to the customer all increases in freight charges, shipping charges, insurance premiums and the like arising after conclusion of the contract, as well as any new custom duties, charges, taxes and the like directly or indirectly increasing the price.  
Our invoices are due within ten days from the invoice date and must be paid to us in cash or by a free transfer. We are entitled to make the delivery of documents dependent on the settlement of the invoice before the end of this period of payment. The delivery of bills of exchange requiring our prior approval and checks are only valid upon redemption of the paper as payment. Offsetting or otherwise withholding payments is only permitted for counterclaims that we have acknowledged. In case of default of the customer, we are entitled without further proof to charge default interest of 6% above the respective base rate. Furthermore, we are entitled in case of default of the customer, at our discretion, to withhold deliveries from other contracts as well or to make them dependent on the prior payment of the outstanding balance or a security deposit. We are entitled to the same right if we become aware of circumstances after conclusion of the contract which make the customer's solvency or willingness to fulfill its obligations doubtful, even if the requirements of § 321 BGB are not met.
  - 10) Samples and drawings remain our property of the manufacturer and are protected by copyright. They may not be copied or made accessible to third parties.
  - 11) Place of performance for all mutual obligations is Lübeck.
  - 12) Exclusive place of jurisdiction for all disagreements about and all mutual claims arising from the contract is in the case of business transactions with registered traders or with customers who do not have a general place of jurisdiction in the Federal Republic of Germany, Lübeck. However, we are entitled, at our discretion, to claim at the customer's domicile in Germany or abroad.  
In all cases - also with foreign trade - German law is valid; the provisions of the Uniform Law on the International Sale of Goods of 17 July 1973 are excluded.
  - 13) If any provision of the Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. In lieu of the invalid regulation, the one which is as close as possible to the economic purpose pursued by the invalid regulation within the scope of the legally permissible regulation shall be deemed agreed.