

# General terms and conditions

## 1. General

The following terms and conditions apply to all orders, and are therefore also agreed if the order has been issued by the buyer with reference to his business terms and conditions. Buyer conditions that differ that we have not explicitly accepted in writing are not binding for us, even if we do not expressly object to them in writing. Our general business terms and conditions can only be changed with our written agreement. Orders are not considered to have been accepted until we have confirmed them in writing. Our written order confirmation is solely decisive with regard to the scope of the delivery. Subsequent additions or modifications to the order or additional verbal agreements also require written confirmation in order to be effective. The rights of the buyer are not transferable without our agreement. All buyer compensation claims are ruled out, provided that this is legally permissible.

## 2. Delivery

Agreed delivery deadlines only apply subject to correct and/or on-time self-delivery. If the delivery date determined in accordance with the calendar is exceeded by more than 4 weeks, the buyer can withdraw from the contract in writing after the expiry of a 2-week period of grace if delivery has still not taken place. If the delay has been caused by circumstances upon which we have no influence, such as general difficulties procuring the raw materials, operational problems in our factory or with our suppliers, transport difficulties and other coincidences, both the buyer or us can withdraw from the contract if the delivery deadline has been exceeded by more than two months. However, the intention to withdraw must be declared at least 3 weeks beforehand in writing. We are entitled to early delivery and partial deliveries. The delivery method and the route are chosen by us; any buyer requirements will be taken into consideration if possible. We will insure the shipment at the buyer's cost if this is requested by the buyer. If the delivery is delayed by request of the buyer, the goods will be stored at the buyer's cost and risk from the date of notification of readiness for shipment. Transport shall take place at the buyer's risk. If the buyer is more than 10 days late in taking over the goods, issuing the shipping instructions or fulfilling his payment obligation after notification of readiness and is responsible for this, we are entitled to withdraw from the contract or claim compensation due to non-compliance after a period of grace of 10 days. In these cases and if the buyer withdraws from the contract or any other non-fulfilment or incomplete fulfilment of the contract by the customer, we reserve the right to claim lump sum compensation of 10 % of the net selling price, whereby the right is reserved to claim an actually incurred greater amount. We are not required to provide proof of actually incurred damages. However, the buyer is entitled to proof that we have not suffered any damage whatsoever or the damage is significantly less than the lump sum of 10 % of the purchase price.

## 3. Prices

Unless otherwise agreed, our prices are ex delivery factory or delivery warehouse, excluding packing and other secondary costs such as duty; the rate of VAT that applies on the day of delivery shall be shown separately and invoiced. Additional costs that are incurred due to special buyer delivery instructions (e.g. express delivery) shall be billed to the buyer. The prices are based on the cost factors that apply at the point in time of the order confirmation. If these change during the period between the order confirmation and delivery due to non-operationally related cost increases, e.g. because of an increase in the price of materials and personnel cost increases, we are entitled to make an appropriate adjustment to the selling prices, unless fixed prices have been expressly agreed.

## 4. Payment and granting credit

Unless other agreements have been made, payment shall take place on the date specified in the invoice or after the payment deadline specified in the quotation or the order, or in the absence of this information within 30 days of the due date and receipt of an invoice or equivalent payment schedule, without deductions. Payments are always credited against the oldest claim. The same applies to partial deliveries which are invoiced for separately. Bills of exchange are only accepted by prior agreement. Discount and all other expenses shall be charged to the buyer. Bills of exchange and cheques shall always be accepted as payment with the usual proviso; fulfilment is not deemed to have taken place until they have been cashed. If the buyer is late with payment, lateness interest (for the amount of 5% above the base interest rate, and 8% above the base interest rate for a contract with a company) shall be charged, subject to the assertion of higher damages. We are also entitled to demand immediate payment of all outstanding claims, even if they are not yet due, without deductions. We can also refuse to fulfil contracts that have not yet been fulfilled or partially fulfilled, or instead demand pre-payment thereof or the provision of sufficient securities; if the pre-payment or security is not provided within two weeks, we can completely or partially withdraw from the contract after setting a period of grace. The same applies if we become aware of circumstances concerning the financial situation or the credit relationship of the buyer which give us reason to be concerned about the fulfilment of his obligations, regardless of whether these circumstances existed at the time when the contract was agreed but were unknown to us, or occurred later.

## 5. Retention of title

The delivered goods remain our property until full payment of all claims from the business relationship, including secondary claims and any compensation claims. The treat-

ment or processing of the goods delivered by us with retention of title shall be deemed to have been performed on our instructions, without any obligations arising for us from this. The goods therefore remain our property, whatever the treatment or processing status thereof. If our goods with retention of title are combined with other objects that do not belong to us, and these objects are also under retention of title with a processing clause, we shall be entitled to co-ownership of the new object in accordance with §§ 947, 948 BGB, otherwise we are entitled to sole ownership. The goods covered by our retention of title may only be sold by the buyer within the scope of his normal business operations. Pledging or transferring by way of security is not permissible. If the buyer sells goods that we supplied under retention of title, regardless of their condition, he shall immediately assign the receivables arising from the sale of the goods to us, including all secondary rights, until full payment of all of our claims from the business relationship has been made, provided that we have the right to co-ownership, in a ratio that corresponds to our co-ownership share. At our request, the buyer is obliged to notify his customers of the assignment. If necessary, we shall be regarded as authorised to notify the buyer's customers of the assignment ourselves. In any case, at our request the buyer is obliged to make the information and documents available that are needed to assert our rights vis-a-vis his customers. The buyer is not entitled to assign the receivables that have been assigned to us because of this extended retention of title elsewhere, including for security purposes. If the value of the securities that are due to us according to this exceeds our claims against the buyer by more than 20 %, at the buyer's request we shall release securities of our choice in an appropriate quantity. The buyer is liable for all damages which occur if the subject of the delivery is not returned in a proper condition. The pledging of goods that we have supplied is not considered to be withdrawal from the contract.

## 6. Guarantee

The delivered goods remain our property until full payment of all claims from the business relationship, including secondary claims and any compensation claims. The treatment or processing of the goods delivered by us with retention of title shall be deemed to have been performed on our instructions, without any obligations arising for us from this. The goods therefore remain our property, whatever the treatment or processing status thereof. If our goods with retention of title are combined with other objects that do not belong to us, and these objects are also under retention of title with a processing clause, we shall be entitled to co-ownership of the new object in accordance with §§ 947, 948 BGB, otherwise we are entitled to sole ownership. The goods covered by our retention of title may only be sold by the buyer within the scope of his normal business operations. Pledging or transferring by way of security is not permissible. If the buyer sells goods that we supplied under retention of title, regardless of their condition, he shall immediately assign the receivables arising from the sale of the goods to us, including all secondary rights, until full payment of all of our claims from the business relationship has been made, provided that we have the right to co-ownership, in a ratio that corresponds to our co-ownership share. At our request, the buyer is obliged to notify his customers of the assignment. If necessary, we shall be regarded as authorised to notify the buyer's customers of the assignment ourselves. In any case, at our request the buyer is obliged to make the information and documents available that are needed to assert our rights vis-a-vis his customers. The buyer is not entitled to assign the receivables that have been assigned to us because of this extended retention of title elsewhere, including for security purposes. If the value of the securities that are due to us according to this exceeds our claims against the buyer by more than 20 %, at the buyer's request we shall release securities of our choice in an appropriate quantity. The buyer is liable for all damages which occur if the subject of the delivery is not returned in a proper condition. The pledging of goods that we have supplied is not considered to be withdrawal from the contract.

## 7. Right of ownership and copyright of drawings etc.

The client may only use quotation documents that have been given to him for checking the quotation, and must return these immediately if no contract is agreed. All of our quotation documents, particularly drawings, plans, descriptions and designs are protected by copyright and remain our intellectual property, even if the contractual relationship has ended. The above-mentioned documents may not be duplicated without our prior agreement, nor made available to third parties or used for any other than the agreed purpose. Infringements will result in claims for compensation and may result in prosecution. If our documents are given to a third party by the customer and are used to carry out all or part of the order, without prejudice to the possibility of claiming higher damages, we are entitled to demand 50 % of the payment that would have been owed to us if we carried out the order. If a customer commissions us to produce designs before placing an order, these must be paid for separately if a delivery order is not placed.

## 8. Place of fulfilment and place of jurisdiction

The place of fulfilment for a delivery is the location of the delivery plant or delivery warehouse, and for all other contractual obligation including payment, the place of fulfilment is Freiburg im Breisgau. Freiburg im Breisgau is the exclusive place of jurisdiction for all disputes arising from the contractual relationship. The contractual relationship is subject to German law, even if we take legal action in a foreign court or an arbitration agreement has been made.

## Additional conditions for the performance of construction and installation work

1. At the start of installation, all construction work must be sufficiently advanced that installation can take place without hindrance.

2. Unless otherwise agreed, a lockable common room for the fitters, a storage room for materials, set-up and lifting gear, aids for transporting heavy objects, lighting, water and heating materials must be provided by the customer free of charge.

3. The work must be accepted by the customer upon completion; the work shall be accepted in parts for bigger projects. The commissioning of the finished system by the customer is also regarded as acceptance.

4. If billing according to site measurements has been agreed, site measurement and billing for the work shall be carried out in accordance with section 5 of the ATV – DIN 18421, or alternatively in accordance with AGI worksheet Q 01.

5. For new installations and construction work we accept responsibility for the quality of the materials and components and that the work will be carried out properly and professionally. The customer must report defects in writing. In the effect of a justified complaint, the customer shall have legal guarantee rights. Unless otherwise agreed, the legal limits shall also apply to the limitation period. The deadline starts with the acceptance of our work by the customer. The assertion of warranty claims is ruled out after the expiry of this deadline. If a defect is attributable to a special instruction from the client, the mate-

rials supplied or prescribed by the client or the nature of preliminary work carried out by another company, we are released from the warranty for these defects. The warranty also becomes null and void if changes are made to the system without our agreement or the system is damaged due to circumstances for which we are not responsible. Other claims from the customer, particularly claims for compensation for damage that has not occurred on the subject of the delivery itself are excluded, insofar as this is legally permissible. Number 1 of our general business terms and conditions shall also apply accordingly for the exclusion of compensation claims of any kind.

6. The materials and components delivered to the site remain our unrestricted property until processing has taken place. The risk of damage and loss of these deliveries is borne by the customer. If objects which we have delivered do not become essential components of a system or structure manufactured by us by means of our construction work, we reserve the right to ownership of these objects in accordance with number 5 of our general business terms and conditions.

7. We are entitled to make the start of the work dependent on the payment of an appropriate deposit that is appropriate for the value of the delivered materials and components, and demand monthly part payments in accordance with the progress of the work.

8. Our general business terms and conditions also apply accordingly.