

## 1. General, scope

1.1. The contractual relationship with our customers is governed solely by these General Terms and Conditions of Business (hereinafter **AGB**). The customer's General Terms and Conditions of Business only apply if we have explicitly agreed to them. In particular, our AGB apply to contracts with our customers in cases where we unconditionally provide services in the knowledge that the customer's General Terms and Conditions of Business conflict with or vary from our own. In this case, the unconditional provision of services by us does not represent any explicit agreement to the customer's General Terms and Conditions of Business. In the event of contradictions between the German and the English version of our AGBs the German version shall prevail.

1.2. These AGB only apply to customers who are a contractor, legal entity in public law or a special public fund as defined by § 310 para. 1 BGB. They do not apply to consumers.

## 2. Conclusion of the contract, withdrawal, quotation documentation

2.1. Our offers are non-binding. They represent non-binding requests to the customer in turn to submit a binding offer in the form of an order. We can accept such offers within 2 weeks of receiving them. The offer is accepted by sending an order confirmation to the customer by post, fax or email or by providing the customer with the services.

2.2. If we are impeded from providing the customer with the services owed in the contract due to incorrect and/or late delivery by our suppliers, we will be entitled to withdraw from the contract as long as we are not responsible for any such obstacle to fulfilling the order. The same applies in cases of unforeseeable operational disruptions caused, for example, by force majeure, strikes, lock-outs or unavoidable shortages of raw materials. We will inform the customer immediately if any such obstacle occurs. If we want to withdraw from the contract in this case, we will exercise our right of withdrawal immediately. Any remuneration already paid will be refunded to the customer without delay.

2.3. We reserve all rights to illustrations, drawings, calculations, technical documents and any other material produced by us and handed over to the customer. Our explicit written permission is required before the customer passes on such material to third parties.

## 3. Prices, payment terms

3.1. The prices specified in our offer apply.

3.2. Full payment of the purchase price is due on delivery.

3.3. A separate agreement must be made before deducting any discount.

3.4. Without any requirement for further statements on our part, the customer will be in arrears 14 days from receiving the services owed by us or after any separately agreed payment date has expired if he has failed to make payment. The consequences of late payment are governed by statutory provisions.

3.5. If direct debit is granted (SEPA direct debit), the amount is due on the date communicated by us. To simplify payment transactions, the basic 14-day deadline for providing information before collecting a due payment will be shortened to one day before the amount is charged. We are free to choose the way in which we convey advance information within the bounds of statutory requirements; for example, such information can be communicated in advance as part of the invoice or together with other correspondence and can apply to several direct debit collections. The customer assures that he will take all the necessary steps to ensure that we receive payment punctually.

3.6. The customer is only entitled to set amounts off against each other if his counterclaims have been upheld by a court of law, are undisputed or have been acknowledged by us.

3.7. The customer is only entitled to exercise right of retention if his counterclaim is based on the same contractual relationship.

## 4. Passage of risk, delivery

4.1. The risk of the accidental loss or accidental deterioration of the goods will pass to the customer at the time when the goods are handed over to him, and in the case of agreed delivery at the time when they are handed over to the transport company charged with the delivery.

4.2. Unless otherwise agreed, the delivery time will be approx. 14 days from conclusion of the contract. Ten days after this informal delivery date has elapsed, the customer can request us in writing by fax or email to deliver by a suitable date; our delivery will be deemed to be late upon receipt of such a request.

4.3. Partial deliveries are permitted as long as the customer can be reasonably expected to accept them. We will bear any additional costs which may result.

## 5. Liability for defects

5.1. The customer can only assert warranty claims on condition that he has properly fulfilled his obligations to inspect and file a complaint in accordance with § 377 HGB [German Commercial Code].

5.2. If we have an obligation towards the customer to rectify any defects, we are entitled to choose between remedying the defect and supplying a new item free of defects.

5.3. If the type of rectification chosen by us in accordance with Clause 5.2 is unsuccessful, the customer will be entitled to withdraw from the contract or to demand a reduction in the purchase price. The type of rectification chosen will only be deemed to have failed after the second fruitless attempt.

## 6. Limitation of liability

6.1. We will be liable in accordance with statutory provisions in the event of wilful acts or gross negligence on our part or by one of our representatives or agents as well as any culpable injury to life, limb or health. Otherwise we are only liable in keeping with the Product Liability Act, in the event of any culpable breach of important contractual obligations or if we hide the defect with fraudulent intent or we have given a guarantee of condition. Important contractual obligations are such that need to be met in order to achieve the objective of the contract. Claims for compensation for any culpable breach of important contractual obligations are limited however to foreseeable damage typical for the contract unless another of the eventualities listed in the first or second sentences applies.

6.2. The rules contained in Clause 6 apply to all compensation claims (in particular to compensation in addition to performance and compensation instead of performance) regardless of the legal reason, in particular due to defects, and the breach of obligations arising from the contract or from liability in tort. They also apply to the right of reimbursement of expenses incurred in vain.

## 7. Retention of title

7.1. As long as the customer has not paid our demands arising from the business relationship in full, the goods supplied (**hereinafter delivery item**) will remain our property.

7.2. The customer is permitted to combine or mix the delivery item with other items (**hereinafter mixing**). The main item as defined by § 947 para. 2 BGB, and if the customer acquires sole ownership, the customer will already transfer to us co-ownership of the unified item created by the mix of products (**hereinafter new goods**) in proportion to the value of the delivery item integrated into the product compared with the value of the other item at the time when they are mixed.

7.3. If we become owners or co-owners of the new goods in accordance with Clause 7.2, the customer will ex-

ercise due prudence in acting as the custodian of this title.

7.4. If the delivery item or the new goods are sold, the customer will herewith assign to us his claims against his customer from the resale together with all ancillary rights by way of security without the need for any further declarations. The assignment will include any outstanding balances. However, the assignment only applies up to the amount corresponding to the price of the delivery item invoiced by us. The part of the claim assigned to us must be satisfied first.

7.5. The customer is authorised to collect claims assigned to us in accordance with Clause 7.4 until further notice. The customer will immediately transfer to us any payments made against the assigned claims up to the amount of the secured demand. If justified interests apply, in particular in the event of late payment, suspension of payment, opening of insolvency proceedings or reasonable clues pointing to over-indebtedness or imminent insolvency on the part of the customer, we will be entitled to revoke the customer's authorisation to collect. We can also disclose the assignment for security after a prior warning and subject to reasonable notice, sell the assigned claims and demand that the customer disclose the assignment for security to his customers.

7.6. If a legitimate interest is substantiated, the customer must give us the necessary information to assert his claims against his customers assigned to us and hand over the documentation required.

7.7. The customer is not permitted to pledge the delivery items belonging to us or the new goods of which we are the co-owners or to transfer them as security. The customer must notify us immediately if the goods are attached, seized or subject to other disposal or intervention by third parties. Only resellers are permitted to resell the delivery items belonging to us or the new goods in our co-ownership in the course of their normal business and only on condition that payment of the delivery item's equivalent value is made to the customer. The customer must also agree with the respective buyer that he only acquires title to the goods when this payment is made.

7.8. If the realisable value of all security rights to which we are entitled exceeds the secured claims by more than 10%, we will at the customer's request release a corresponding portion of the security rights. It is supposed that the conditions defined in the sentence above will be met if the estimated value of the securities to which we are entitled reaches 150% of the value of the secured claims or higher. In this case, we have the choice of which security rights to release.

7.9. If the customer breaches his obligations, in particular in the event of late payment, we will also be entitled without setting a deadline to demand the release of the delivery item or the new goods and/or after setting a deadline to withdraw from the contract; in this case the customer is obliged to surrender the delivery item or the new goods. The sole demand to surrender the delivery item or new goods does not constitute a declaration of withdrawal on our part unless this is explicitly stated.

## 8. Applicable law, place of jurisdiction

8.1. The legal relationship between us and the customer is governed exclusively by the law of the Federal Republic of Germany not including the principles of the conflict of laws and excluding UN purchasing law (CISG).

8.2. The sole place of jurisdiction for any disputes arising from or in connection with the contractual relationship between us and the customer is Kiel.