

**§ 1. Scope of application**

1. These General Terms and Conditions of Sale („GTCS“) apply to all our offers, sales, deliveries, and services. They only apply to entrepreneurs (section 14 German Civil Code (BGB), legal person under public law and special funds under public law. Our GTCS also apply to all future transactions with the customer without our having to refer to them again in each individual case.

2. These GTCS apply exclusively. Even if they have been communicated by the customer as its general terms and conditions, any deviating, conflicting or supplementary terms and conditions only become part of the contract if we have agreed to them in writing. Our failure non-response to such terms and conditions of the customer does not constitute consent.

3. Any individual agreements made with the customer in an individual case will always take precedence over our GTCS. Subject to proof to the contrary, a written contract or our written confirmation is decisive for the content of such provisions.

**§ 2. Conclusion of contract**

All our offers and list prices are subject to change and non-binding. When the customer orders goods, it is deemed to be a binding offer of contract. The contract is only concluded through our written order confirmation (electronic transmission, e.g. by email, is sufficient) or through delivery of the goods to the customer. The customer must inform us without undue delay if the order confirmation is incorrect. If, after receipt of the order confirmation, the customer gives us approval for production which contains details deviating from the order confirmation, they only become the subject of the contract if we expressly agree to the details.

**§ 3. Reservation of rights**

We reserve all title, copyright and property rights in all documents, materials and other items (essentially, our offers, catalogues, price lists, cost estimates, plans, drawings, illustrations, calculations, product specifications, manuals, samples, models and other physical and/or electronic documents or information) which we provide to the customer.

**§ 4. Prices and terms**

1. Unless otherwise agreed in an individual case, our prices are „ex works, free on truck“, statutory VAT will be added.

2. Even if the parties have made an arrangement deviating from subsection 1, the customer must bear the additional transport costs incurred for deliveries to islands with no road connections. The same applies to customs duties for cross-border deliveries.

**§ 5. Delivery date and quantity**

1. We will indicate the delivery period when we accept the order.

2. Partial deliveries are permissible and will be invoiced separately by us. If partial deliveries are initiated by use, no minimum quantity surcharges will be charged even if the surcharge-free minimum order quantity, which may have been agreed separately, is not reached. In all other cases, an appropriate flatrate freight surcharge will be invoiced if the minimum order quantity is not reached.

3. In the event of force majeure and other obstacles to delivery for which we are not responsible, such as, in particular, war, epidemic, pandemic, natural disasters, traffic disruptions and operational disruptions, industrial disputes and shortages of raw materials, the delivery period will be extended for a reasonable period of time. The same applies if through no fault of our own we are not supplied or not supplied correctly by a supplier, although we have concluded a congruent covering transaction (kongruentes Deckungsgeschäft) with the supplier. Furthermore, the same applies if the customer fails to provide the necessary prior clarification of technical issues in a timely and proper manner. We reserve the right to assert the defence of non-performance of the contract and to assert claims for damage resulting from the delay for which the customer is responsible.

4. The occurrence of any delay in delivery by us will be determined in accordance with the statutory provisions. In any event the customer must send a reminder. We are liable for delay in delivery in accordance with section 11 of these GTCS.

**§ 6. Packaging**

The goods will be packaged as customary in the industry. Squares timber, pallets, wooden crates and lids will be invoiced separately if they are not returned carriage paid in recyclable condition within four weeks. One-way pallets are always invoiced with the delivery of goods.

**§ 7. Shipping**

Our goods are shipped ex works at the customer's risk, even if freight charges and other costs are borne by us on the basis of a corresponding agreement in the individual case. We are not obliged to take out transport insurance.

**§ 8. Payment and default with payment**

1. Unless otherwise agreed in an individual case, invoices must be paid within 30 days of the invoice date without any deductions.

2. The customer is automatically in default when the deadline for payment expires. If the customer defaults with a payment or stops making payments, all its payment obligations from the business relationship with us – including those for which bills of exchange have been issued – become due for payment. In addition, we are entitled without further ado to charge default interest in the amount of 9 percentage points above the respective base interest rate. If there are any counterclaims, we are also entitled to set them off immediately. Further claims arising from default with payment remain unaffected. Payments received will be used, at our discretion, to settle the oldest liabilities or the liabilities that are least secured.

3. The customer may only exercise a right of set-off if its counterclaims have been legally established by a court, are undisputed or have been acknowledged by us. The customer may only exercise a right of retention if its counterclaim arises from the same contractual relationship.

**§ 9. Reservation of title**

1. We reserve title in the delivered goods until receipt of all payments arising from the business relationship with the customer. Our title extends to the new products created by processing the reserved goods. Processing is carried out for us as manufacturer without giving rise to any liabilities on our part. In the event of processing, combining, or mixing with items not belonging to us, we acquire co-ownership in the ratio of the invoice value of our reserved goods to the invoice values of the other materials.

2. If the customer's conduct is in breach of the contract, in particular if the customer does not pay the purchase price due, we are entitled in accordance with the statutory provisions to rescind the contract and/or demand return of the goods on grounds of reservation of title.

3. The customer hereby assigns to us all claims arising from the sale of goods subject to reservation of title, including any outstanding balance claims as well as bills of exchange and cheques to secure our respective claims. If goods in which we have co-ownership are sold, assignment is limited to the share of the claim that corresponds to our co-ownership share. In the event of processing within the framework of a contract for work, the claim for remuneration for work is assigned to us here and now in the amount of the pro rata amount of our invoice for the processed goods subject to reservation of title. If the goods subject to reservation of title become an integral part of a property due to installation and if the customer acquires claims as a result, the customer hereby assigns to us a pro rata amount of these claims in the amount of our invoice for the installed goods subject to reservation of title. We accept this assignment.

4. The customer may dispose of the goods owned or co-owned by us in the ordinary course of business and collect the claims assigned to us itself as long as it duly meets its payment obligations towards us, there is no impairment in its ability to pay and we do not assert the reservation of title by exercising a right pursuant to subsection 2. If this is not the case, we are entitled to revoke the power of disposal and the direct debit authorisation. In this case, we are hereby authorised by the customer to inform the buyers that the claims have been assigned and to collect the claims ourselves. The customer is obliged to name the thirdparty debtors to us upon request and to provide us with the information and hand over the documents necessary to assert the assigned claims.

5. It is not permitted to pledge or assign as security the goods that are subject to reservation of title or the assigned claims. We are to be notified immediately of any seizures and informed of the identity of the pledgee. Repossession of the goods subject to reservation of title only constitutes rescission of the contract if we expressly declare this in writing. Once we have taken possession of the goods we are entitled to realise them; the proceeds from realisation are to be set off against the customer's liabilities, less reasonable realisation costs. If the customer cooperates with a factoring bank for non-recourse factoring, the authorisation to resell only applies if the claim against the factor is assigned to us in advance in place of the purchase price claim, we are notified of the assignment and the factor has consented to the assignment. We accept this assignment.

6. If the value of the collateral exceeds the claims to be secured by more than 10 %, we will release collateral to the extent required at our discretion upon the customer's request.

7. If reservation of title is not permissible or only permissible to a limited extent under the legal provisions applicable in the customer's country, our aforementioned rights are limited to the extent permitted by law.

**§ 10. Liability for defects**

1. The customer is only entitled to claims for defects if it has duly met its obligations under section 377 German

Commercial Code (HGB) with regard to inspecting goods and reporting defects. Any notification of a defect must be made in writing with precise details of the alleged individual defects without undue delay after they are discovered. In any case, obvious defects must be reported in writing 5 working days after delivery and defects that are not discovered during the inspection within the same period after they are discovered. Irrespective of any defects, the goods must be accepted and properly stored. We must be given the opportunity to inspect the rejected goods.

2. Our goods and services only have to comply with the statutory requirements applicable in Germany. The customer is responsible for the suitability of the ordered goods for its technical, structural, and organisational conditions and purposes.

3. If a defect is proven, we will, at our discretion, provide subsequent performance either by remedying the defect or by delivering an item free of defects in return for the rejected item. If subsequent performance fails, the customer may choose whether to reduce the purchase price or rescind the contract. We are liable for damages in accordance with section 11 of these GTCS.

4. In deviation from section 438 (1) no. 3 German Civil Code (BGB), the limitation period for all claims arising from material defects and defects of title is one year from delivery or from acceptance if such acceptance has been agreed. Sentence 1 does not apply, however, in the event of intentional or grossly negligent breach of duty, for damages arising from injury to life, body or health, in the event of fraudulent concealment of a defect and/or for mandatory statutory liability; in these cases the respective statutory limitation period applies. If the goods consist of a building or an object which, in being used for its usual purpose, has been incorporated into a building and has caused the building to be defective (building material), the statutory limitation period pursuant to section 438 (1) no. 2 German Civil Code (BGB) will continue to apply.

**§ 11. Other liability**

1. Unless set out otherwise in these GTCS or the provisions below, we are liable for a breach of contractual or non-contractual obligations as provided by statutory provisions.

2. We are liable for damages in the context of fault liability for intent and gross negligence, irrespective of the legal grounds. In the event of simple negligence, we are liable for damages resulting from injury to life, body or health, and for damages resulting from the breach of material contractual obligations, however in the latter case our liability is limited to compensation for foreseeable, typically occurring damage.

3. The limitations of liability set out in subsection 2 also apply in the event of breaches of duty by persons who are attributable to us in accordance with statutory provisions. The limitations do not apply if a defect was fraudulently concealed, if a guarantee for the quality of the goods was assumed or for claims of the customer under the German Product Liability Act (Pro-dHaftG).

**§ 12. Data processing**

We are entitled to process data about the customer which we have received from the customer itself or from third parties due to the business relationship in accordance with the provisions of the Federal Data Protection Act (BDSG).

**§ 13. Place of performance, place of jurisdiction, applicable law**

1. The place of performance for both parties is Rheda-Wiedenbrück, for deliveries the warehouse/plant from which delivery is made.

2. If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal person under public law or a special fund under public law, the place of jurisdiction is the court responsible for our place of business or, at our discretion, the customer's general place of jurisdiction.

3. German law applies to these GTCS and to the contractual relationship with our customer. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.