

I. SCOPE

1. Our quotations are not binding. Purchase orders only become binding in relation to the nature and scope of the delivery with our order confirmation.
2.
 - a) The prices only apply for the quantity requested and are subject exclusively to the terms and conditions on which our quotation is based. Costs arising due to shipment instructions from the purchaser are to be borne by the purchaser.
 - b) All prices stated by us are ex works, unless otherwise agreed.
 - c) The goods are shipped at the purchaser's risk, also for carriage paid delivery. The shipment route and means of shipment are selected, provided no specific instructions for shipment are stated in the purchase order, at our discretion, without responsibility for any cheaper form of shipment.
 - d) We reserve the right to increase prices to the situation on the day of delivery, if drastic material price, wage or other cost increases in the time between order confirmation and delivery make this increase necessary.
 - e) Our prices are not binding for repeat orders.
 - f) For smaller quantities we charge the minimum invoice amount.
3. We reserve the title and copyright to cost estimates, drafts, drawings and other documents; the purchaser is only permitted to make these accessible to third parties in agreement with us. Drawings, samples and other documents belonging to quotations are to be returned upon request, or if the order is not awarded. The purchaser is liable for the legality of the usage of drawings, samples and models as well as other documents provided to us; we do not have an obligation to check for any existing property right. The purchaser undertakes the obligation to exempt us without delay from all claims arising from third parties and to compensate us for costs and lost profits incurred.
4. If the order is cancelled or reduced, all costs incurred up to this point, the lost profits and any claims for damages will be invoiced.
5.
 - a) All information about delivery periods provided by us in quotations, confirmations, etc. is provided to the best of our knowledge, this information is to be considered only approximate and is not binding for us in any form. The delivery period starts with the day of the order confirmation. The delivery period will be met if possible, however any delays do not entitle the purchaser to withdraw from the contract or to claim compensation for damages.
 - b) Partial deliveries as well as deviations up to 10 % above or below the quantity ordered are permitted.
 - c) The deviations can be up to 25 % for custom-made products with specific material procurement. For special articles, the purpose is to be stated along with the important features, possibly with the provision of gauges, so that these aspects can be taken into account during fabrication.
 - d) Reference samples can only be provided in exceptional cases. The customer has the obligation to make known the findings by telephone or electronic means immediately after the arrival of the sample. Any unnecessary delay that causes machine standstill is at the expense of the purchaser, or the parts manufactured in the meantime must be accepted.
 - e) For call orders we are entitled to procure the material for the entire order and to manufacture the full quantity. For orders that are fulfilled with several deliveries, the failure to fulfil, defective or delayed fulfilment of one delivery does not affect other deliveries related to the contract.
 - f) If the client provides material, the client has the obligation to deliver this material free our works, with an additional quantity of 10 %, on time and in flawless condition.
6. We reserve the right to common or technically unavoidable deviations in physical and chemical properties as well as deviations from samples and earlier deliveries. Further deviations only warrant a claim to withdrawal or substitute delivery, but not a claim for damages or loss of profits of any nature.
7. Amounts paid for setup costs and portions of costs for tools do not repeal our exclusive property rights to these facilities and tools; they remain our property under all circumstances.
8. The packaging will be selected to the best of our knowledge, the packaging will be charged at cost price, also the additional packaging costs arising due to the purchaser's instructions; the return of packaging of any nature is not accepted.
9. All risk passes to the purchaser when the goods leave our works or supplier. If the purchaser is responsible for shipment delays, the risk is transferred with the notification of readiness for shipment.

II. PAYMENT TERMS

1. Our invoices are to be paid as per the related contract. For immediate payment within ten days of the date of the invoice, we grant a 2 % discount; as far as permitted by the services provided. As a maximum, payment is to be made within 30 days of the date of the invoice, net cash. The payment for moulds, tools, jigs,

preparatory work and services is to be made without any deduction, immediately after receipt of the invoice. If the payment period is exceeded, interest of 2 % above the related Deutsche Bundesbank discount rate can be charged, without the need for a reminder, while reserving the right to assert a further claim for damages. If the payment period is exceeded, we are entitled to refuse the further fulfilment of the contract, also all claims from the business relationship are due immediately.

2. The presentation of bills of exchange requires our agreement; bills of exchange are presented on account of payment. The maximum period for exchange is 90 days after the date of the invoice. Discounts, exchange expenses, exchange taxes and similar expenses from 30 days after the date of the invoice are at the expense of the purchaser.
3. Payments are only considered made if the amount is available fully cleared in one of our accounts.
4. We reserve the right to use payments to settle the oldest invoice items plus the accumulated interest on arrears and costs and that in the sequence: costs, interest, principal receivable.
5. Retention and offsetting by the purchaser are excluded unless the counterclaim is undisputed or legally established; on the other hand we can also offset our claims against claims of the purchaser against us, without the existence of the prerequisites of clauses 387, 390 BGB (German civil code).
6. Failure to comply with our payment terms releases us from the obligation to deliver, but does not release the purchaser from the purchaser's commitment to purchase.
7. If the financial situation of the purchaser deteriorates during the contract, we receive via the purchaser information that is in our opinion insufficient, or the payment of items due is not made in accordance with the terms and conditions, our purchase price claim is due immediately, also in the event of a deferment. We are also entitled to demand the immediate provision of surety or to withdraw from the contract.

III. WARRANTY, LIABILITY

1. We only provide a warranty for our deliveries and services as per the following provisions:
 - a) We address major defects by means of improvement or substitute delivery at our discretion. A claim to rescission of the contract or of a reduction of the purchase price only exists if, based on our decision, improvement or substitute delivery cannot be undertaken or the related period is not met. If improvement or substitute delivery fails, as well as if assured characteristics are absent, the purchaser can demand the reduction of the purchase price or rescission of the contract, at the discretion of the purchaser. Further claims, in particular claims for damages of any nature, are, as far as permitted by law, excluded. Unauthorised reworking and improper handling will result in the loss of all claims for defects. Only after prior agreement with us is the purchaser entitled to improve or to sort and demand compensation for the reasonable costs of this action. Goods subject to complaints are only allowed to be returned with our express agreement.
 - b) Our information about the item or service supplied, about its purpose, etc. (e.g. dimensions, weight, hardness, serviceability) only represents a description or characterisation and does not represent assured characteristics; this information is only to be considered approximate; we reserve the right to customary deviations, unless otherwise agreed. Deviations from samples or earlier deliveries are avoided, as far as technically feasible. We reserve the right to make changes in the context of that which is reasonable for the purchaser, in particular if for the purpose of technical progress, and provided the item supplied is not modified significantly. Only significant deviations justify a warranty claim as per para. 1a).
 - c) A defect for which we are responsible does not exist, in particular due to natural wear or damage not caused by us due to improper handling, above all during storage, or if the defect results from special use of the goods that we have not agreed in writing in the specific case.
 - d) In all circumstances, statutory inspection and defect notification requirements as well as statutory limitation periods apply to our deliveries and services. Upon request from us, the purchaser is to return the goods subject to complaint to us, carriage paid; if the defect notification is found to be justified in such a case, we assume the costs for the cheapest form of return.
 - e) There is no warranty obligation for goods that are not new.
2. Claims for damages against us, our legal representatives, vicarious agents and employees of any nature and irrespective of the legal grounds, also resulting from fault in conclusion of the contract, positive breaches of contract and wrongful acts (clauses 823 ff. BGB (German civil code)) are excluded, as far as permitted by law. This liability provision also applies to our verbal and written advice or advice stemming from trials or any other manner; the purchaser is, in particular, not relieved of the need to check the suitability for the

intended purpose. Deliveries to third parties must be checked for correctness before they are forwarded. Complaints due to weight, number of items or the quality of the goods can only be taken into consideration if such complaints are made in writing within eight days of the arrival of the goods and are accompanied by certified documentation.

IV. APPLICATION-RELATED ADVICE

The application, use and processing of the goods procured are at the sole responsibility of the purchaser. Application-related advice provided by us verbally or in writing is only non-binding information, also in relation to any property rights of third parties, and does not relieve the purchaser from checking the products for their suitability for the intended processes and purposes. Should, nevertheless, seller liability arise, this liability is limited to the value of the goods we supplied.

V. RETENTION OF TITLE, EXTENDED RETENTION OF TITLE

1. The goods supplied remain our property until complete payment of all claims from the business relationship between the purchaser and us.
2. For a current account, this retention of title serves as the surety for our related balance. The purchaser must keep the goods provided in the correct state and insure them sufficiently. The purchaser is entitled to resell the goods in normal business transactions, however the purchaser is not permitted to pledge the goods supplied or transfer ownership by way of security. If the goods subject to the retention of title are resold on credit, the purchaser must safeguard our rights. Furthermore, the purchaser already assigns to us the purchaser's claims from the sale of the goods subject to the retention of title. On request from us, the purchaser must provide us with the information necessary to assert the claims assigned and notify the debtor about the assignment. If the goods are at risk due to third parties, the purchaser must inform us about this situation without delay. The costs for the rectification of such actions are assumed by the purchaser.
3. The purchaser can also combine the goods subject to the retention of title with another item and then dispose of it in the course of ordinary business transactions. Such processing of the goods subject to the retention of title is undertaken by the purchaser for us without obligations arising for us as a result. If the goods subject to the retention of title are processed, mixed, combined or blended with other goods that do not belong to us, we are entitled to a portion of the shared ownership of the new item in proportion to the value of our goods subject to the retention of title in relation to the other goods processed at the time of the processing, combining, mixing or blending. If the purchaser acquires sole ownership of the new item as per clause 94/ II BGB (German civil code), the purchaser grants us joint ownership of the new item in the amount of our goods subject to the retention of title and will store the item for us at no cost. If the goods subject to the retention of title are resold together with other goods, irrespective of in what state, the assignment in advance agreed above applies only to the value of the goods subject to the retention of title that are sold together with the other goods. If the sureties due to us according to the provisions stated above exceed the claims to be secured by more than 20 %, upon request from the purchaser we will release deliveries paid in full on a case-by-case basis at our discretion.

Our retention of title is limited in that we, with the full payment of all claims from the business relationship, transfer the ownership of the goods subject to the retention of title to the purchaser without the need for any additional action and the purchaser is entitled to claims assigned.

VI. PLACE OF FULFILMENT, COURT OF JURISDICTION, MISCELLANEOUS AGREEMENTS

1. a) Place of fulfilment and court of jurisdiction for deliveries and payments is Würzburg. For any legal disputes, irrespective of the amount subject to dispute, the responsibility of the Local Court, Würzburg is considered agreed.
b) Only the law of the Federal Republic of Germany applies with the exclusion of the Uniform Law on the Sale of Goods.
c) Our terms and conditions of business on which all agreements and quotations are solely based, are deemed accepted by the award of the order or acceptance of the delivery. Our terms and conditions of business have priority if there are contradictions with the terms and conditions of the parties to the contract. We can modify our terms and conditions of business at any time. Contrary terms and conditions are ineffective, even if we do not expressly object to them; they only apply if accepted in writing by us in the specific case.
d) Verbal agreements or agreements made by telephone require written confirmation to become legally effective.
2. Our buyer's terms and conditions of procurement contradictory to the above terms and conditions are not accepted and are therefore

excluded. An objection is raised already now to such terms and conditions. This objection also applies if, after the receipt of contrary terms and conditions, we do not specifically reject them.

3. Partial annulment of the terms and conditions:

If individual parts of the general terms and conditions of sale and delivery cease to apply due to laws or a special contract, or are or become ineffective for other reasons, the effectiveness of the remaining provision of these general terms and conditions of sale and delivery is unaffected. All changes to these general terms and conditions of sale and delivery must be made in writing.