

# General Terms of Sale and Delivery

## 1. General information and scope

The following Terms of Sale and Delivery apply exclusively to all contracts, deliveries and services. They apply in the current applicable version also for future transactions, even if they are not provided to the buyer in individual cases. We hereby expressly reject any deviating or contradicting terms of purchase of the buyer. If the seller is hindered in the fulfilment of his obligation by the occurrence of unforeseeable exceptional circumstances that he was unable to prevent despite reasonable diligence according to the particular circumstances, e.g. interruption of operations or governmental intervention, the seller shall be released from the delivery commitment.

## 2. Deliveries and prices

Our offers are made without obligation with respect to prices and availability. Orders for which fixed prices are not expressly stipulated will be invoiced based on the applicable list prices on the date of the delivery. We deliver from the selling point in Troisdorf. If the goods are sent to the buyer at his request, this takes place for the account and risk of the buyer, also in the event of any returns. The buyer bears the risk of transport also if we deliver carriage paid, CIF or FOB. "Carriage paid" means "free delivery". The applicable value added tax (VAT) will be charged separately. For orders below a net value of € 25.00 we will charge an additional processing fee of € 6.00 plus VAT.

## 3. Extent of the delivery

The buyer is obligated to take delivery of the goods as soon as he is notified of the readiness to deliver. If the buyer is in default of acceptance, we reserve the right to charge an appropriate storage fee. The statutory consequences of default are not affected by this clause.

## 4. Delivery dates

Delivery dates are binding only if expressly agreed to in writing.

## 5. Qualities of the goods

We give no guarantee for the goods delivered by us. Information on the quality of goods, whether in the contract itself or in our sales documents, including brochures, in no case constitutes declaration of a guarantee in accordance with the law. Guarantees of this type must be expressly agreed to in writing.

## 6. Payment

The net payable invoice amount is due within 30 days of the invoice date. We reserve the right to deliver goods only after advance payment or COD (cash on delivery). For payment by bank debit we grant a 3% discount. We are not liable for on-schedule and/or formally correct submission of bills and checks. The buyer shall bear any bill charges and fees. As soon as the buyer is in default of payment of an invoice, the total of all outstanding amounts is due immediately. If the buyer is in default of payment of an instalment in the event that payment by instalments has been arranged, the entire remaining amount is due immediately. For each dunning notice the buyer shall pay an administrative fee of € 5.00. In the event of default the buyer shall pay compensation in the form of interest of at least 8 percent above the respective base interest rate. The buyer shall also bear the costs of prosecution incurred in connection with the contract, in particular the costs of German and foreign lawyers. If a bonus system has been agreed upon, any bonus claims will be cancelled in the event of default of payment, retroactively for the entire bonus period in which the default of payment occurs. Guarantees or advance payments of the invoice amount can be requested, in particular if we become aware of circumstances that jeopardise fulfilment of our claim for payment. Furthermore, in the event of large orders, an intermediate invoice can be issued and partial payment requested based on the service rendered.

## 7. Right of retention; setoff

The buyer is entitled to a right of retention only if a right to refuse performance exists based on the same contractual relationship. Setoff of claims is permitted only if the counter-claim is undisputed or non-appealable.

## 8. Retention of title

We retain ownership of the goods to be delivered by us up until complete payment of the purchase price and the accessory claims and until payment of all of our other claims that exist at the time of the delivery. If the buyer is in default of payment we can request surrender of the reserved goods. Taking back the goods is not deemed cancellation of the contract. The buyer shall keep the property of which we are the owner at no charge to us.

The buyer hereby assigns to us as security the claims arising from the resale of the reserved goods to third parties. The buyer is authorised to collect the claims for our account. We can revoke the authorisation of the buyer to resell and/or convert the reserved goods and to collect claims if the buyer is in default of fulfilment of any obligations toward us. The buyer shall inform us without delay of third-party attachment of the reserved goods, other equitable lien or the

assigned claims. If the value of the security granted by us exceeds the claim to be secured by more than 20%, we are obligated to release securities of our choice at the request of the buyer.

## 9. Notices of defects and warranties

Obvious defects according to section 377 of the German Commercial Code must be communicated to us without delay, no later than 8 days after receipt of the goods. Timely notification depends on the time of our receipt of the notification. The same time limits apply to hidden defects from the time of their discovery. We guarantee that in the event of a defect, we will remedy the defect or replace the goods at our choice within a reasonable period. Any other warranty claims are expressly ruled out. If the remedy or replacement is not performed within the specified time limit or attempts to remedy the defect are unsuccessful, the buyer can cancel the contract of sale. In any case the buyer must set a grace period of at least 14 days, in writing. In the event of remedy of defects or replacement of the goods, the buyer shall return the objected goods to us at our request. In the event of a defect for which we are responsible, we will reimburse the freight charges. If remedy of defects is carried out by the buyer himself, we will reimburse the costs of this after express written agreement. If it is determined during or after the remedy of defects or replacement of the goods that we are not responsible for the objected defects, the buyer shall reimburse us for any costs incurred to us. If the buyer is a merchant according to the German Commercial Code, the warranty period is 12 months from receipt of the notification of readiness to deliver, however no later than the time of delivery. For non-merchants, the statutory warranty period applies. Our goods conform to the applicable regulations and standards in Germany. If the buyer intends to market the goods outside of Germany, he is solely responsible for compliance with foreign regulations that apply to marketing of the goods. In this respect, he releases us from any claims resulting from foreign regulations and standards. If translations of documents belonging to the goods are needed for marketing purposes, the buyer is obligated to have them prepared at his own expense and risk.

## 10. Taking back goods pursuant to section 10, paragraph 2, clause 3 of the Electrical and Electronic Equipment Act [ElektroG]

We will take back the delivered goods after discontinuation of use at a charge to the customer and dispose of them properly in accordance with statutory regulations. If the buyer dispenses with taking back of the goods by the seller, the buyer assumes the obligation of proper disposal of the delivered goods at his own expense after discontinuation of use, likewise in accordance with statutory regulations. In this case the buyer releases us from the obligation to take back the goods as well as third-party claims in this connection. It is agreed that claims for the assumption of manufacturer obligations and release from third-party claims will not expire before 12 months after final discontinuation of use of the goods.

## 11. Claims for damages

We are liable without limitation in accordance with the statutory provisions for damages to life, limb and health as a result of our negligent or intentional infringement of obligations, or on the part of our legal representatives or assistants in performance, as well as for damages covered by the Product Liability Act. For damages that are not covered by sentence 1 and that are based on our intentional or gross negligent infringement of obligations, as well as malice, or on the part of our legal representative or assistants in performance, we are liable in accordance with the statutory provisions. In this case, however, the liability for damages is limited to the foreseeable, typically occurring damages, insofar as we, our legal representatives or assistants in performance have not acted intentionally. We are also liable for damages caused by slight negligence, insofar as the negligence relates to the infringement of such contractual obligations, compliance with which is especially important for achieving the purpose of the contract (cardinal obligations). However, we are liable only if the damages are typically related to the contract or are foreseeable. Any other liability is ruled out, regardless of the legal nature of the asserted claim; this applies in particular also to claims in tort or claims for compensation of futile expenses in lieu of performance. Insofar as our liability is excluded or limited, this applies also to the personal liability of our employees, staff, co-workers, representatives and assistants in performance.

## 12. Applicable law, place of fulfilment and jurisdiction

This contractual relationship is governed solely by the laws of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) do not apply. If any provision of these Terms of Sale and Delivery is invalid, this will not affect the validity of the remaining provisions. Place of fulfilment for all services of the contracting parties is Troisdorf. Place of jurisdiction for all disputes arising from the contractual relationship and its establishment, also for disputes related to bills and checks, is the District Court [Amtsgericht] of Siegburg, if the buyer is a merchant according to the German Commercial Code.