

## § 1 General – Field of Application

- The General Terms and Conditions of Sale and Delivery (in the following: GCS) shall apply to all current and future business.
- Entrepreneur in terms of the GCS are
  - natural or legal persons or legal partnerships possessing legal capacity, with whom we enter into a business relationship, acting in the exercise of a commercial or independent profession activity,
  - legal persons under public law or a public sector fund.
  - the above in figure 2 a) and b) shown are below named as customer in the sense of the GCS.
- Differing, conflicting or additional terms and conditions of the customer, even if known, don't become part of the contract, unless their validity is expressly agreed to in writing.

## § 2 Conclusion of contract

- Our offers are non-binding. Technical changes and changes in form and color and/or weight shall remain reserved within reasonable limits. When offered stock goods, we reserve the right to a prior sale.
- By placing an order the customer makes a binding offer to purchase the goods. We have the right to accept the contract offer, which is included in the order, within two weeks of receipt. The acceptance can be declared either in writing or by delivering the goods to the customer.
- If the client places the order electronically, we will confirm the receipt of the order immediately. The confirmation of receipt does not yet constitute a binding acceptance of the order. The receipt can be connected with the acceptance.
- The conclusion of the contract is subject to the proper and timely delivery by our suppliers. This only applies to the case that we are not liable for the non-delivery, especially in case of conclusion of a congruent covering transaction with our supplier. The customer is immediately informed of the unavailability of the delivery. The payment will be refunded immediately.
- The place of performance for all mutual obligations from the contract is the legal domicile of our corporation.

## § 3 Retention of title

- We reserve the title to the goods until full settlement of all claims arising from an ongoing business relationship.
- The customer may neither pledge the delivered goods nor transfer the property as security.
- The customer is obligated to notify any third party access to the goods immediately, as in the case of a seizure as well as any damage to or destruction of goods. The customer shall notify us of a change in possession of the goods as well as of a company domicile change immediately.
- In case of breach of contract by the customer, especially in case of default or breach of a duty under section 3 of this paragraph, we are entitled to cancel the contract, to demand the goods and to claim damages.
- The customer is entitled to resell the goods in the ordinary course of business. He assigns to us already now all claims in the amount of the invoice, which accrue from the sale to a third party. We accept the assignment. After the assignment, the customer is authorized to collect the debt. We reserve the right to disclose the assignment and to collect the claims ourselves, if the customer fails to meet its payment obligations and is in default.
- The handling and processing of goods by the customer occurs in the name and on behalf of us. If processing occurs with third-party items, we will acquire co-property in the new object, in proportion to the value of goods delivered by us to the other processed items. The same applies if the goods are mixed with other goods not belonging to us.

## § 4 Prices

- The products listed in our price list prices are per 100 units respectively 100 m, excluding VAT. Please ask for prices not printed. We reserve the right to adjust prices according to changes of material and labor costs according to the prices in force at the date of delivery. The underlying cost changes, we will demonstrate to the customer on request.
- Price basis for MS-products  
These prices are calculated on the official listing for brass (Ms58) (Processing Level I) of EUR 150. Each increase of EUR 12,50 causes an increase (Mat-Tz) of 5% of the product value.

Quotations under	EUR 162,50	0%
Quotations from	EUR 162,50	+ 5%
Quotations from	EUR 175,00	+ 10 % usw.

It is valid the respective quotation on the day the order is received.
- Minimum order value  
For small orders below EUR 100 we charge a fee (handling fee) of EUR 15, - per order. The minimum delivery quantity per item is a packaging unit (PU).

## § 5 Delivery volumes, increased or decreased deliveries, Delivery dates

- Only full packaging units (PU) are delivered. Deviating we reserve the right to charge any opening costs.
- For all protective tubes can be supplied up to 20% of the quantities in fragmented or odd ring lengths for production reasons.
- Metal protective tubes are measured and calculated in straight lengths.
- For custom-made products, we reserve the right to delivery quantity deviation of +/- 10%.
- Delivery dates are subject to correct and punctual delivery by our own suppliers, unless a binding delivery deadline has been expressly assured.

## § 6 Payment

- All payments are, unless otherwise agreed upon, to be made net within 30 days of invoice date on the specified account.
- The customer has to pay interest on the debt during the delay of 8 percentage points above the base lending rate of the ECB. We reserve the right to prove a higher damage caused by delay and claim.
- Changes are accepted only under special agreements and in payment only. The customer shall bear all costs associated with the change. We are not liable for the timeliness of the protest.
- The withholding of payments or the compensation because of any disputed by us and not legally declared counterclaims of the customer are not permitted.

## § 7 Passing of Risk and Shipment

- The risk shall pass to the dispatch of the goods to the customer even in case of partial deliveries or if we took over other services as the shipping costs or delivery.
- If shipment is delayed due to circumstances for which the customer is liable, the risk passes on the day of readiness for shipment to the customer.
- Upon request of the customer, we insure the shipment, at his expense and according to his instructions.
- The goods are considered shipped, if the customer is in default of acceptance.
- Delivery charges which incur at the destination shall be borne by the purchaser.

## § 8 Receipt

The customer may not refuse acceptance of goods due to minor defects.

## § 9 Defects

We are liable for defects in accordance with the following stipulations:

- All parts or services, which display a defect within the limitation period, regardless of the operating time, are, at our discretion, to be repaired, to be delivered replaced or provided again free of charge, provided that the cause of the defect existed at the time of the passing of risk.
- Claims for defects expire 12 months. This does not apply if the law according to §§ 438, section 1, No. 2 (buildings and building materials), 479 § 1 (right of recourse) and 634a para 1 No. 2 (structural defects) BGB prescribes otherwise, and in cases of injury to life, limb or health, an intentional or grossly negligent breach of duty on our part and fraudulent concealment of a defect. The legal provisions regarding suspension, suspension and recommencement of limitation periods remain unaffected.
- The customer has to denounce in writing obvious defects within a period of 2 weeks from receipt of the goods (complaint); otherwise the assertion of claims for defects is excluded. The timely mailing is sufficient to comply with the deadline. The customer bears the full burden of proof for all the claims, especially for the defect itself, for the time of discovery of the defect and the timeliness of the complaint.
- In case of complaint the customer's payments can be withheld to an amount that is proportionate to the defect occurred. The customer may withhold payments only if a complaint is made, which is justified beyond any doubt. If the complaint was unjustified, we are entitled to demand reimbursement of our expenses from the customer.
- First, we are given an opportunity to remedy (subsequent performance) within a reasonable time.
- If subsequent performance fails, the customer - without prejudice to any claims for damages under § 11 - rescind the contract or reduce the payment.
- Warranty claims shall not include minor deviation from the agreed quality, only minor impairment of usefulness, natural wear and tear or damage caused after the passing of the risk from faulty, negligent treatment, excessive use or from particular external influences not assumed under the contract. If the Customer or third parties undertake improper modifications or repair work for these actions and the consequences exist no claims for defects.
- Customer's claims for the purpose of subsequent performance, in particular transport, travel, labor and material costs are excluded to the extent that expenses are increased because the object of delivery has been taken to a place other than the premises of the customer is, unless in compliance with its contractual and its intended use.
- Recourse by the customer against us pursuant to § 478 BGB (recourse of the entrepreneur) exist only in so far as the customer has not made any agreements with his customers about the legal claims beyond the legal warranty rights. Regarding the extent of the recourse of the customer against us in accordance with § 478 para 2 BGB applies No. 8 accordingly.
- For damage compensation claims applies § 11 (Other damage compensation claims). Further or other claims of the customer against us or our agents due to defects than those set out in § 8 are excluded.

## § 10

### Impossibility - Contract Adjustment

- If delivery is impossible, the customer is entitled to claim damages, except that we are not liable for the impossibility. However, the customer's claim for damage compensation is limited to 10% of the value of the part of the supply, which, due to the impossibility, cannot be put into proper operation. This limitation does not apply in cases of compelling liability because of intent or gross negligence, injury of life, limb, health, injury; a change in the burden of proof to the detriment of the customer is not associated. The customer's right to rescind the contract remains unaffected.
- If unforeseen circumstances (force majeure such as mobilization, war, riots or similar events, e.g. strike or lockout) significantly affect the economic importance or the contents of the supplies or considerably affect our operations, the contract is reasonably adjusted under consideration of good faith. If this is not economically viable, we reserve the right to cancel the contract. Do we want to make use of this right, we have to inform the customer immediately after realization of the significance of the event even if, first of all, an extension of the delivery period was agreed with the customer.

### § 11 Other claims for damage compensation

- Damages and compensation claims by the customer (hereinafter: claims for compensation) are excluded for whatever legal reason, including infringement of duties arising from the contract or in tort.
- This does not apply in the case of mandatory liability, e.g. under the Product Liability Act, in cases of willful misconduct, gross negligence, injury of life, limb or health, in violation of essential contractual obligations. The claim for damages for the violation of essential contractual obligations is limited to typical foreseeable damage if there is no willful misconduct or gross negligence or liability for injury to life, limb or health. This does not mean a change in the burden of proof to the detriment of the customer with the above regulations.
- If the customer is entitled under this § 11 to claim for damages, they lapse on the expiry of the limitation period applicable to defects pursuant to § 8 No. 2. Damage claims under the Product Liability Act, lapse on the legal statute of limitations.

## § 12

### Cancellation/Handling fee

- The cancellation of a contract is possible only with our consent.
- In case of a cancellation we are entitled to charge as a handling fee, without proving the loss, up to 10% of the net purchase price or reimbursement of the expenses actually incurred.

## § 13

### Jurisdiction and Applicable Law

Place of jurisdiction for all disputes arising out of or in connection with this contract shall be the competent court for our legal domicile. The same applies if the customer has no general jurisdiction in Germany. We are also entitled to sue a customer at his seat. Our legal domicile is D-79183 Waldkirch. The competent court, also for bills and checks processes, is Freiburg. This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods - CISG).

## § 14

### Language, Validity of Contract

- These GCS shall be governed by and construed in accordance with the laws of Germany. In the event of any inconsistency between the German and the English version the German version shall prevail.
- In the event that one or more current of future provisions of this Agreement shall be, or shall be deemed to be, fully or partly invalid or unenforceable, the validity and enforceability of the other provisions of this Agreement shall not be affected thereby. The same shall apply in the event that the Agreement contains any gaps. The invalid or unenforceable provision shall be replaced by such appropriate provision that, to the extent legally permissible, comes closest to the actual or assumed intention of the Parties as of the Signing Date or the date of the amendment of this Agreement, as the case may be, in case they had taken such issue into account.