



### Article 1 Conclusion of the Agreement

1. Unless otherwise expressly agreed, the "General Delivery Terms and Conditions" alone shall apply to all agreements, deliveries and other services included in the business transactions with non-consumers as defined by section 310, paragraph 1 of the German Civil Code [Bundesgesetzbuch - BGB]. As part of an ongoing business relationship between business people, the terms and conditions shall also then become an integral component of the agreement, if the seller has not expressly made reference thereto in the individual instance in question.
2. Any conflicting terms and conditions, particularly the buyer's conditions of purchase, are hereby rejected. Other contradictory terms and conditions of the purchaser shall not be valid except where these involve Individual agreements. Deviations as a result of individual agreements must be made in writing. Conflicting conditions of purchase on the part of the purchaser shall also not apply even if they are included in letter of confirmation from the purchaser following our confirmation of contract and we have not expressly contradicted them. Our silence shall be deemed rejection thereof. Our terms and conditions shall be accepted with effect from acceptance of the goods by the purchaser at the latest, in particular in the case of telephone orders.
3. Supply contracts shall be concluded either by means of our written order confirmation following a written order or upon delivery. All verbal, and in particular, telephone, ancillary and supplementary agreements, even those concerning fulfilment of the order, shall require our specific written confirmation in order to be valid.
4. Any documents associated with the quotation such as diagrams, drawings, weights and measurements shall only be approximate unless expressly referred to as binding. We hereby retain ownership of and copyright over cost estimates, drawings and other documents, which may not be disclosed to third parties.

### Article 2 Delivery

1. The scope of delivery shall conform to our written order confirmation.
2. Within our standard range (Article 5 No. 2) deliveries rounding the order quantity up or down in sealed packaging units, or in the case of special designs (Article 5 No. 4) additional or short deliveries shall be permitted by up to 10%. We hereby reserve the right to fulfil orders in partial deliveries. The purchaser hereby undertakes to inform us at least three months in advance and in writing of deletions of or change requests to listed items which have optional extras in accordance with its own specific requirements, and to continue to accept goods with the former features up to the average volume of sales for three months.
3. All items delivered shall be subject to changes in structure or shape that are attributable to improvements in technology or legislative requirements during the delivery period, providing the object supplied is not significantly modified thereby and providing the changes are reasonable for the purchaser.
4. In the event that we subsequently receive indications of irregular payment by the purchaser, of the application for or initiation of a moratorium or insolvency proceedings or of any other deterioration in its financial circumstances, we shall be entitled to make delivery dependent on payment of the purchase price in advance or to deliver cash on delivery.
5. In the event of non-acceptance of the delivery (even cash on delivery consignments), the purchaser shall bear all transportation and postage costs as well as any additional expenses incurred. In the case of a delay in acceptance by the purchaser, the costs for storing orders ready for dispatch shall be calculated at a minimum of 0.5% of the order value for each part month. The purchaser shall be provided with proof that damage has not occurred or is equivalent to less than the amount of the above mentioned fixed sum. We shall be entitled to prove that the damage is greater than the above mentioned fixed sums.
6. In addition to Clause 1 - the scope of supply and the object supplied shall, where applicable, result from additional performance specifications where these have become an object of the contractual agreement.
7. We hereby reserve the right to provide equivalent performance in terms of quality and price. In the event of nonavailability, we also hereby reserve the right not to provide the service as promised.

### Article 3 Delivery Deadline and Acceptance

1. Subject to timely and proper delivery from our own suppliers, we will make every effort to comply with delivery deadlines as far as possible. All delivery deadlines shall be non-binding however. In the event of difficulties with supply from our own suppliers as regards availability of the goods or the timeliness of this availability, then we hereby undertake to provide immediate notice hereof.



Where delays of more than six weeks are concerned, in such cases, both contracting partners shall be entitled to withdraw from the agreement by sending a written declaration to the respective other party. In this scenario, any benefits already received must be returned. There shall be no other claims, in particular, claims for damages. Where a fixed date for delivery is included in the purchaser's order and where we only specify an approximate date or a date specified in calendar weeks in the order confirmation, this period shall be agreed upon as the delivery deadline if the purchaser fails to contradict it within one week following receipt of our order confirmation.

2. The delivery period shall commence upon sending of the order confirmation but not before the provision of any documents, approvals or releases to be obtained from the purchaser or before receipt of any advance payment agreed upon.

3. The delivery deadline shall be deemed to have been complied with when notice is given that the goods are ready for dispatch or that the delivery items have left the factory, before its expiry.

4. In the event of measures associated with industrial action, in particular strikes and lockouts, and in the event of unforeseen obstacles beyond our control, e.g. operational disturbances, delays in the supply of critical materials, the delivery deadline shall be extended where such obstacles can be proven to have a significant impact on delivery of the items to be supplied. This shall also be the case when circumstances arise with sub-suppliers. The delivery deadline shall be extended in line with the duration of such measures and obstacles. The aforementioned circumstances shall also not be attributable to us should they arise as a result of an existing delay. In significant cases, we shall inform purchasers of the start and end of such obstacles as soon as possible.

5. Compliance with the delivery deadline shall also be dependent on fulfilment by the purchaser of contractual obligations under other transactions with us.

### Article 4 Packaging and Dispatch

1. Goods shall be dispatched (including any returns) at the expense and risk of the purchaser unless otherwise agreed. This shall also be the case where we deliver the goods using our own vehicles. In all cases, we shall be entitled to charge delivery costs up to the amount that would have been incurred had a different method of dispatch been chosen.

2. We shall have discretion to select the method of dispatch. We shall not accept any liability for the cheapest dispatch.

3. We hereby reserve the right to dispatch the goods not from the place of fulfilment as defined by Article 12, clause 1, but from another venue of our choosing.

4. In the case of a delivery from the standard range in accordance with Article 5, no. 2, we shall provide basic packaging (without special packaging and without pallets) free of charge. Otherwise, packaging shall be charged for separately.

### Article 5 Quotations and Prices

1. Prices shall be from the manufacturing plant plus any applicable statutory value added tax. A Discount scheme shall apply to Article 7, no. 2.

2. The standard range shall be those items featured and described in our catalogue. Unless expressly quoted as net prices or otherwise agreed, the gross prices applicable at the time of delivery shall apply to these items ex works, including basic packaging, and shall be subject to change.

3. The minimum net order value shall be € 250.-. For deliveries up to this amount a surcharge of € 25.- applies. We do not accept orders below € 100.

4. Items made to order shall be items manufactured in accordance with the purchaser's drawings, prototypes or other specifications. Unless expressly agreed to the contrary, these shall be quoted for at net prices ex works and excluding packaging.

5. List and catalogue prices shall not be binding. We shall always charge the prices applicable on the date of delivery. In particular, we shall be entitled to adjust prices if the price of raw materials required by us and any additional expenses associated therewith, e.g. import duties etc., increase. In the event of the price increase in this respect amounting to more than 10% of the previous applicable price, then the purchaser shall be entitled to withdraw from the agreement.

6. In the event of billing for certain tools being referred to in our prices and invoices as a price component, payment of this item shall in no way confer any rights over the tool on the part of the purchaser. Such tools shall merely refer to tools provided in order to supply the purchaser and the corresponding price elements shall represent purchaser and product-specific overheads apportioned to the purchaser, and for which the latter shall be invoiced.



Insofar as the tools bear the name of the purchaser, this servers purely to allocate production resources to production for the relevant purchaser and shall in no way give rise to any rights on the part of the purchaser over the tool, in particular, not to ownership thereof. Nor would constructive possession shall arise as a result hereof.

### Article 6 Retention of Title

1. We hereby reserve ownership of the goods supplied for all receivables under the present and future business relationship with the purchaser (current account retention). The addition of individual items to an open account or balancing of the account and acceptance of the same shall not lift the retention of title.
2. We shall be entitled to take back our retained goods during the purchaser's normal hours of business should the latter fail to fulfil its obligations to us, in particular in the case of payment arrears, and we shall be entitled to enter all of the purchaser's business and storage premises for this purpose. Such removal shall not constitute unlawful interference.
3. In the event of processing of our goods or combining thereof with other products, we shall acquire joint ownership over the objects resulting from the processing or combining which the purchaser shall preserve for us with the due diligence of a prudent businessman and free of charge. Our joint ownership share shall be determined based on the portion corresponding to the value of our goods in relation to the value of the resulting object. Should the purchaser acquire sole ownership as a result of the combining, it shall hereby assign joint ownership thereof to us based on the ratio of the value of the retained goods to the value of the resulting object. Clause 4 below shall apply to resale. Any receivables arising from the resale or on some other legal basis, are hereby assigned to us to the value of the aforementioned portion.
4. In the event of the retained goods being sold by the purchaser alone or together with goods not belonging to us, the purchaser hereby assigns any receivables arising from the resale to us, in the amount of the value of the retained goods including any ancillary rights, and with priority over the remainder. We hereby accept the assignment. The value of the retained goods shall be our invoice amount.
5. The purchaser shall only be entitled to resell, exploit or incorporate the retained goods in the normal course of business. The purchaser shall not be entitled to any other disposal of the retained goods and in particular to attachment or assignment as security thereof. In the case of payment by cheque/bill of exchange procedure, the right of retention shall only lapse once the bill of exchange/cheque clears and the invoice amount is credited.
6. The authorisation to resell, exploit or incorporate the retained goods shall not apply where the purchaser concludes terms and conditions with a third party under which it is not permitted to assign third party claims to us.
7. The purchaser hereby authorises us to collect the receivables assigned to us until further notice. We shall refrain from exercising our authority to collect providing the purchaser fulfils its payment obligations. At our request, the purchaser shall be required to provide information regarding the status of any goods over which we have retained title and of any receivables and rights assigned to us, and shall inform its customer of the assignment. We shall be entitled, but not obliged, to notify the purchaser's customers of the assignment and to independently assert any claims assigned to us, at any time. Assertion of the rights assigned shall be at the cost and risk of the purchaser without giving rise to any obligation on our part in this respect or to the possibility of us being held liable by the purchaser as a result hereof.
8. The purchaser must inform us immediately in the event of our retained goods or claims assigned to us becoming involved in third party enforcement measures and must supply us with any documentation required to contradict the measures.
9. We hereby undertake to release securities to which we are entitled, at the purchaser's request, to the extent that the value of such securities exceeds the value of the debts to be secured by more than 20%, and insofar as these remain outstanding.
10. Attachments on or assignment of the retained goods or rights to which we are entitled, as collateral or security and other methods of disposal by the purchaser impacting upon our rights shall not be permitted.
11. If third parties attempt to secure the retained goods, the claims thereto assigned to us or any rights established under the foregoing paragraphs, the purchaser shall inform such parties of our ownership and shall inform us immediately, sending all documentation required to intervene.
12. Recovery of the retained goods or attachment thereof by us shall not constitute withdrawal from the agreement; such measures serve purely to secure our claims.
13. In the event of a resale of the retained goods, we do not consent to the initiation of court settlement or insolvency proceedings.



### Article 7 Payments

1. Unless otherwise agreed, invoices shall be payable to us 30 days following the invoice date at the latest and in the currency of the Federal Republic of Germany. Our representatives shall not be authorised to accept payments.
2. A 3% early payment discount shall be granted for cash in advance, cash on delivery or payment by direct debit. A 2% early payment discount shall be granted for payment within 10 days following the invoice date. Early payment discounts shall not be granted if the purchaser is in arrears with payment for earlier deliveries. Otherwise, no early payment discount or other allowances shall be granted unless there is a written agreement to that effect.
- 3 All payments must be made free of any charges to our registered office. Insofar as we face additional charges by banks or other institutions for the purchaser's payment, then these shall be borne by the latter and the latter shall be billed for these by us.
4. Payments by bill of exchange shall be prohibited unless otherwise expressly agreed upon in writing. An exceptional assumption of acceptance shall only be deemed deferral of the purchase price providing no adverse changes have occurred or are known in the purchaser's financial circumstances. Payments by bills of exchange shall not be deemed cash payments. Discount charges and other fees for bills of exchange must always be paid by the purchaser immediately upon presentation of the bill of exchange. We shall not accept any liability for the prompt presentation, protest and/or return of bills of exchange. Cheques shall only be accepted on account of payment and not in lieu of performance.
5. We shall calculate interest on arrears at 8% p.a. above the relevant Deutsche Bundesbank bank interest rate. This is to be increased or decreased if we are able to prove that we have been charged a higher rate of interest or where the purchaser is able to prove lower charges.
6. The withholding of payments on the grounds of any counter-claims of the purchaser not legally established or acknowledged by us shall not be permitted, nor shall the offsetting of such counter-claims.
7. In the event of failure to comply with the payment terms or conditions or should facts come to light suggesting that claims to the purchase price may be endangered as a result of liquidity problems on the part of the purchaser, we shall be entitled to make subsequent deliveries conditional upon advance payment or the provision of security.

### Article 8 Transfer of Risk

All risks shall pass to the purchaser once the consignment leaves our registered office or when dispatch is deferred at the request of the purchaser following notice of readiness of the goods for dispatch. Transportation damage or loss of the goods shall not be covered by us. Insofar as claims may be asserted against liable third parties and/or insurers (insurance at the request and expense of the purchaser only), any claim by the purchaser against us shall lapse upon assignment of the claim to the purchaser.

### Article 9 Warranty

1. Where the goods supplied to the purchaser have not been manufactured by us but purchased from upstream suppliers, we shall fulfil our warranty obligations by hereby transferring all of our own warranty claims against our upstream suppliers to the purchaser. The purchaser hereby accepts this transfer by way of provisional performance. In the case of unenforceability or failure, the subsidiary warranty claims against us shall be based on the terms and conditions set out in clause 2 below.
2. The goods supplied shall demonstrate the quality set out in the product description or shall be of merchantable quality. Declarations regarding quality shall not represent any warranty if not expressly referred to as such. In general, no guarantee shall be offered regarding the warranty pursuant to these terms and conditions or the statutory warranty. The purchaser shall be required to examine the received goods for defects and quality immediately. We are to be notified in writing of any defects within three days following delivery. Regardless hereof, the purchaser's right to complain shall lapse if it has already modified, processed or combined the goods purchased from us prior to expiry of the aforementioned period. Other statutory provisions shall remain unaffected. We must be notified in writing of any concealed defects within one week of their discovery. In the event of identifying a defect, the purchaser shall be obliged to submit the goods in question to us for inspection one week, at the latest, following the dispatch date of the written notice of defects. All claims shall lapse in the event of deliberate refusal. The aforementioned reporting obligation shall also apply where the purchaser is informed of defects in the goods supplied by us or components thereof by

its own customers. In the event of the purchaser's complaint being justified, it shall be entitled to request supplementary performance in the form of a repair or a replacement.

We shall be entitled to refuse the chosen supplementary performance type where such would only be possible at disproportionate expense or where the selected supplementary performance type is more costly than the other and where the latter does not involve any significant detriment for the purchaser in relation to the other supplementary performance option. In the case of supplementary performance by way of a repair, our right to remedy the defects shall be limited to three attempts for a single defect and to a total of six attempts for all defects. If the purchased goods are to be taken to a location other than the original delivery destination following supplementary performance, any additional costs incurred in this respect shall be borne by the purchaser. The same shall apply in the event of the purchaser returning the defective items to us from a location other than its registered office or the delivery destination for the supplementary performance. The purchaser shall only be entitled to assert further warranty claims once it has granted us a reasonable period to undertake the repair or replacement and this has expired without success. In the event of a minor defect only, the purchaser shall not be entitled to withdraw from the agreement. The entitlement to a reduction in the purchase price shall remain unaffected hereby.

3. There shall be no warranty obligations where

a) the defect is attributable to improper use, operation or maintenance or to poor maintenance, incorrect assembly and commissioning or to a violent impact or other external influences or as a result of storage or transport-related circumstances providing such are not attributable to us,

b) the defect concerns an unauthorised modification to the object supplied, in particular the use of unsuitable, especially third party, replacement parts and where the damage is a direct result of the modification or improper use.

c) the defect relates to quality or defects in product components or elements of our products (e.g. films) that the purchaser gave us specifications for and stipulated that we must use. Normal wear and tear or damage due to negligence or incorrect operation or handling shall be excluded from the warranty.

4. The disputed goods must be returned to us together with the original delivery note or a photocopy thereof. Negotiations regarding complaints shall not constitute a waiver on our part to an objection that the defect was not reported correctly or promptly.

5. The purchaser shall only be entitled to withhold payments and assert claims for defects to the extent proportionate, in good faith, to the defect reported, in other words, only up to a maximum of the portion of the purchase price for the item specifically reported as defective.

6. In the event of the purchaser or a third party performing unauthorised repairs, we hereby accept no liability for the duration of any consequences thereof. The same shall apply to any modifications made to the item supplied without our prior written consent.

7. Paragraph 10 shall also apply in the case of claims for damages.

8. The warranty obligation for material defects shall be one year following delivery of the goods. This shall not apply where we are liable for a defect of which we are aware due to intent or malicious non-disclosure; in such cases, we shall be liable in accordance with the legal stipulations. A shorter period shall apply where the defect relates to a product for which the normal wear and tear period is usually and typically less than one year. In such cases, the warranty shall be limited to the usual wear and tear period.

9. The purchaser shall not be entitled to employ any advertising not approved by us as part of the sale of goods manufactured by us. In the event of customers of the purchaser asserting claims for defects based on deviations of the goods purchased from advertising statements by sales partners, the latter shall not be entitled to derive claims against us as a result of such circumstances.

### Article 10 Liability

1. With regard to damages for the purchaser, regardless of the legal basis thereof, in particular due to the breach of obligations under the agreement or tortious acts, we shall only be liable in the case of intent or gross negligence, providing

a) there is no liability on the grounds of loss of life, physical injury or impairment of health

b) there is no liability for the breach of fundamental contractual obligations.

2. The claim for damages on the grounds of a breach of fundamental contractual obligations shall be limited to the foreseeable damage typical for the contract.

3. This shall also apply in cases of liability for defects.

4. The liability limitations in articles 9 and 10 shall also apply in respect of any liability on the grounds of incorrect advice, incorrect assembly instructions and other breaches of secondary obligations.

5. Any other claims for damages are hereby excluded.

6. Article 9, Clause 8 shall apply to the limitation period for the aforementioned claims accordingly.



### **Article 11 Offsetting / Right of Retention**

1. The purchaser may only offset counter-claims against our claims where the counter-claims have been legally established in a court of law or are undisputed.
2. Unless otherwise stipulated to the contrary in these terms and conditions of business, this shall also apply to the assertion of rights of retention.

### **Article 12 Place of Fulfilment and Court of Jurisdiction**

1. The place of fulfilment shall be Ludwigsburg. Nevertheless, in individual cases, we shall be entitled to specify the location of any other supplying factory as the place of fulfilment.
2. If the purchaser is a registered trader, a legal entity under public law or a public law special fund, legal proceedings for any disputes arising under the contractual relationship must be filed with the court having jurisdiction for our registered office. We shall also be entitled to file legal proceedings at the purchaser's main location.

### **Article 13 Applicable Law**

German law alone shall apply to the exclusion of the laws on the international purchase of movable property, even if the purchaser is headquartered abroad.

### **Article 14 Formality Agreements**

1. Any amendments, additions and supplementary agreements to these general terms and conditions and to individual agreements must be made in writing in order to be valid. This shall also apply to elimination of the written form requirement for amendments.
2. No verbal subsidiary agreements have been entered into.

### **Article 15 Miscellaneous Provisions**

1. Any transfer of rights and obligations incumbent upon the purchaser under the agreement concluded with us shall require our written consent in order to be valid.
2. In the event of individual provisions of the foregoing general terms and conditions being or becoming voidable or invalid, in full or in part, the validity of the remaining provisions and the contract as a whole shall not be affected thereby. The contract parties shall then implement the agreement using a valid replacement clause which most closely reflects the economic purpose of the nullified clause.