

## I. General information

The following general terms and conditions apply exclusively for all our customers. Deviating conditions of the customer which we do not expressly recognize are not binding for us, even if we do not expressly object to them. Verbal agreements of any kind are invalid. The supplier reserves the unrestricted right of ownership and copyright exploitation for cost estimates, drawings and other documents; they may only be made accessible to third parties with the prior consent of the supplier. Unless otherwise agreed, a binding period of 4 weeks applies to all written offers. In all other respects, our written order confirmations apply.

## II. Pricing and payment

The prices are ex works in EURO without the respective value added tax, without packaging and shipping. One-way packaging will not be taken back. The prices of the order confirmation or the invoice always apply. The terms of payment can be found in the respective offers. A minimum order value of € 85 plus VAT applies for all deliveries.

In the event of non-compliance with the payment deadline, we shall charge interest on arrears in accordance with the applicable default interest rate for commercial transactions under the German Commercial Code. The customer may only offset such claims which are undisputed or legally binding. Our claims become due immediately in the event of default of payment, payment difficulties, initiation of bankruptcy or settlement proceedings.

## III. Retention of title

Deliveries of goods remain the property of the supplier until all claims against the customer arising from the business relationship have been fulfilled. Prior to this, the pledging or transfer of ownership by way of security is prohibited. And resale is only permitted to resellers in the ordinary course of business on condition that the reseller receives payment from their customer. Any costs of interventions shall be borne by the customer. If the value of all security interests to which the supplier is entitled exceeds the amount of all secured claims by more than 25 per cent, the supplier shall release a corresponding part of the security interests at the request of the customer.

## IV. Delivery and delivery date

The delivery dates stated by us will be met as far as possible, but they are not binding. In the event of late delivery, the customer is not entitled to a price reduction or replacement delivery. The delivery period only begins with the receipt of our final order confirmation. In the event of force majeure, strike, unpunctual delivery by upstream suppliers and operational disruptions of any kind, as well as loss and defect of the machines intended for processing, we shall be released from the delivery obligation and may withdraw from the contract in whole or in part. Unless otherwise stated, the goods will be shipped,

depending on size and weight, by a forwarding agent commissioned by us, by express, rail or post. The cancellation (also partial cancellation) of orders thus requires our express written consent. We reserve the right to claim the damage caused by this, but to charge at least 30% of the order value.

## V. Transfer of risk and acceptance

The risk passes to the customer upon leaving our premises, even if freight-free delivery has been agreed, as well as if we are not responsible for a delay in the time of readiness for dispatch. At the request and expense of the customer, the supplier shall also insure the consignment separately. The customer is obliged to accept delivered goods, whereby partial deliveries are also permissible.

## VI. Return deliveries

Return deliveries can only be accepted if they are accompanied by a goods accompanying document with all the information necessary for identification. If, with our consent, goods and equipment are taken back or exchanged for reasons for which we are not responsible, we must charge processing costs. Custom-made products, modified devices and workpieces processed on a contract basis are excluded from return or exchange. The freight costs are at the expense of the return sender.

## VII. Liability for defects

Liability for customer material in our possession is excluded to the extent permitted by law. In particular, we shall only be liable for gross negligence or intent during storage and processing. If property insurance policies are eligible for compensation, the settlement of our own claims will take precedence over customer claims. The liability for delivered material as well as follow-up costs is limited to a maximum of the order value. Despite careful work, it is technically impossible to avoid rejects completely. The standard values applicable for this vary greatly from workpiece to workpiece and can be specified when the order is placed. Material replacement within the scope of the specified values is excluded. As a matter of principle, the material properties specified by the customer are not checked, unless at the request and expense of the customer. Processing procedures, material to be used etc. suggested by us do not release the customer from the obligation to check the usability for their own interests. Unless expressly agreed otherwise, we work in accordance with the permissible dimensional tolerances according to DIN 7168 "Medium" or the deviations technically specified for the respective processing.

## VIII. Place of jurisdiction

The place of jurisdiction and place of performance is our registered office. The law of the Federal Republic of Germany applies.

As of January 1, 2020