

Terms and Conditions of Sale and Delivery

I. Conclusion of Contract

1. The following Terms and Conditions of Sale and Delivery shall apply to all our offers, deliveries and services, including information and consulting services. Any General Terms and Conditions of the Customer that conflict with or deviate from these Terms and Conditions of Sale and Delivery shall not become part of the contract unless we expressly agree to their validity in text form. This shall also apply if, despite being aware of the Customer's conflicting or deviating terms, we carry out the delivery or service without reservation. Individual agreements shall remain unaffected by this provision.
2. These Terms and Conditions of Sale and Delivery shall also apply to future business relationships with the Customer unless expressly agreed otherwise. The version of these Terms and Conditions of Sale and Delivery incorporated into the contract at the time the contract is concluded shall apply to the respective contract.
3. Our offers are always non-binding. An order shall only be deemed accepted once we have confirmed the order in writing or have carried out the delivery or service without separate confirmation. Amendments and additions to the contract as well as ancillary agreements should be made in text form for reasons of evidentiary purposes. Individual agreements shall remain unaffected by this provision. Our employees shall only be authorized to conclude contracts or agree to amendments or additions insofar as they have been granted the corresponding power of representation. The statutory provisions governing representation shall apply.
4. Information contained in offers, catalogues, drawings, illustrations and other documents concerning dimensions, weights, performance, consumption values and other technical characteristics shall, unless expressly designated as binding, serve as descriptions and shall be approximate. The expressly agreed characteristics shall be binding. Technically necessary changes as well as customary industry deviations and tolerances shall remain reserved, provided that these are reasonable for the Customer, do not materially impair the agreed function and characteristics, and in particular do not constitute material changes to the subject matter of the contract.

All ownership rights as well as copyrights and other intellectual property rights in all documents provided or made available to the Customer, in particular illustrations, drawings, sketches, plans, calculations and technical documentation, shall remain with us. To the extent that rights of use are granted to the Customer, such rights shall be limited to the purpose contractually intended. Such documents may not be made accessible to third parties or used commercially without our written approval. Upon request, the documents shall be returned or, at our discretion, deleted. Statutory retention obligations and technically necessary backup copies shall remain unaffected. If the Customer provides us with production drawings, the Customer shall be responsible for ensuring that such drawings do not infringe third-party intellectual property rights. We shall not be obliged to examine the Customer's information and submitted production drawings as to whether their implementation would infringe third-party intellectual property rights. In the event of an infringement of third-party intellectual property rights for which the Customer is responsible, the Customer shall indemnify us against justified third-party claims in accordance with the statutory provisions and compensate us for the necessary and reasonable damage incurred by us as a result.

II. Delivery Periods and Delivery Dates

1. Periods and dates for our deliveries shall only be binding if we have confirmed them as binding in text form. In the case of transports requiring special authorization, binding confirmation of the delivery date must be requested at least twenty-one days in advance if no date has yet been agreed upon at the time the contract is concluded. Delivery periods shall commence once agreement has been reached on all details of execution and the Customer has provided the documents, information, permits and approvals to be obtained by the Customer, insofar as such cooperation is necessary for execution. Failure to cooperate on the part of the Customer as well as requests for changes by the Customer shall reasonably extend the delivery period by the period additionally required for execution due to the missing cooperation or requested changes. A fixed-date transaction or an expressly calendar-determined delivery period that is material to the Customer shall require an express agreement in text form.
2. Unforeseeable and unavoidable events beyond our own sphere of influence which materially impair the performance in fact, such as war, war-like conditions, shortages of energy or raw materials, strikes, lockouts, pandemics, sanctions, currency and trade restrictions and other interruptions to production for which we are not responsible, shall release us from our obligation to deliver and perform for the duration of such events. If such impediment to performance occurs after default has already commenced, the effects of the impediment shall be assessed in accordance with the statutory provisions from the time at which the impediment occurs. Delivery periods and dates shall be extended to a reasonable extent insofar as the agreed delivery is delayed due to circumstances for which we are not responsible. A reasonable extension of the delivery period shall also apply if, despite having placed the order properly and in due time, we ourselves are not supplied on time or not supplied properly, provided that we are not responsible for the failure to supply and, at the time the order was placed, we could reasonably expect to be supplied properly. If the delay is un-

reasonable for the Customer, taking into account the interests of both parties, the Customer shall be entitled to withdraw from the contract in accordance with the statutory provisions. If an impediment to performance for which we are not responsible continues for a prolonged period and termination of the contract is reasonable taking into account the interests of both parties, we shall be entitled to withdraw from the contract. We shall inform the Customer of this without undue delay and shall immediately reimburse any consideration already provided insofar as we are legally obliged to return it. Declarations shall be made in text form.

3. In the event of a delay in delivery or performance for which we are responsible, the Customer may withdraw from the contract in accordance with the statutory provisions. If the law requires the setting of a deadline, the Customer shall grant us a reasonable period for performance. In the case of partial performance, withdrawal shall be governed by the statutory provisions. Withdrawal from the entire contract shall in particular be excluded if the Customer has an interest in the partial performance already rendered.
4. We shall be entitled to make partial deliveries or render partial services insofar as this is reasonable for the Customer. Partial deliveries or partial services shall not result in any additional shipping or other costs for the Customer.

III. Prices and Payments

1. Our prices are stated in euros, ex works, as net prices. Statutory VAT as well as customs duties, levies, transport costs, packaging costs and transport securing costs shall be charged additionally unless expressly agreed otherwise.
2. For contracts with a delivery period of more than three months, we shall be entitled to reasonably adjust the agreed price if, after conclusion of the contract, the costs relevant to the calculation of the subject matter of the contract demonstrably change. These include, in particular, costs for raw materials, energy, wages, freight and preliminary products. A price adjustment shall only be made to the extent that the costs relevant to the calculation have demonstrably changed. Cost increases and cost reductions shall be taken into account equally and according to the same principles. The price adjustment shall only relate to the portion of the agreed price affected by the respective change in costs. Upon request, the cost bases used at the time the contract was concluded may be explained to the Customer in an appropriate and comprehensible manner. If the relevant costs exceed or fall below the costs used as the basis at the time the contract was concluded by more than 20%, either party may request negotiations concerning an appropriate adjustment of the affected portion of the price.
3. Unless otherwise agreed in writing, 35% of the order value shall be due as a down payment upon receipt of the order confirmation and invoice.
4. In the event of default in payment, the statutory provisions shall apply. In legal transactions in which no consumer is involved, default interest shall be payable at a rate of 9 percentage points above the applicable base interest rate. The right to claim further damages caused by default as well as the statutory lump-sum compensation for default shall remain unaffected.
5. The Customer shall only be entitled to set-off against undisputed claims or claims that have been finally adjudicated. The Customer shall only be entitled to exercise a right of retention on account of counterclaims arising from the same contractual relationship, provided that such counterclaims are due and arise from the same contractual relationship. Statutory rights to refuse performance and rights of retention shall otherwise remain unaffected. We shall be entitled to set off our own due claims. Set-off against claims of affiliated companies shall only be permissible insofar as the statutory requirements are met and the respective counterclaim can be effectively asserted against the Customer.
6. Any agreed deferral of payment shall become void if the Customer is in default with a due payment to a significant extent, suspends payments or a justified application is made for the opening of insolvency proceedings over the Customer's assets, insofar as legally permissible.
7. If, after conclusion of the contract, we become aware of circumstances giving rise to justified doubts regarding the Customer's solvency or creditworthiness and consequently the timely fulfilment of its payment obligations, we shall be entitled to render outstanding services only against advance payment or appropriate security. The same shall apply if the Customer is in default to a significant extent with due payments arising from the same contractual relationship or from an ongoing business relationship.
8. In the event of default in payment by the Customer, we shall be entitled to the statutory rights. In particular, we shall be entitled, in accordance with the statutory provisions, to withdraw from the contract and demand damages.
9. Payments shall be made exclusively to the payment offices specified on the invoice. Payments made to representatives or other employees shall only have discharging effect if such persons have been expressly authorized to receive payment.

IV. Delivery and Transfer of Risk

1. The place of performance shall be our premises in Hilden. Unless otherwise agreed, delivery shall be ex works Hilden. For international deliveries, the agreed Incoterms® in the applicable agreed version shall apply. In the case of a pure sales contract, the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer in accordance with the statutory provisions. If the parties have agreed on a different transfer of risk, in particular pursuant to the agreed Incoterms®, such agreement shall prevail. In the case of work or assembly services, the risk shall pass to the Customer upon acceptance, unless otherwise provided by law. If

shipment is delayed due to circumstances for which the Customer is responsible, or if the Customer refuses to accept a delivery without sufficient reason, the Customer shall retain the right to demonstrate that no damage or substantially less damage has occurred. The risk shall pass to the Customer, insofar as legally permissible, from the time at which the Customer is in default of acceptance or the goods are ready for collection or shipment and the Customer has been informed accordingly. In such cases, the Customer shall bear the costs of the unsuccessful tender as well as the costs of storing, preserving and maintaining the goods. This shall apply accordingly to delivery delays. The Customer shall bear the actual and necessary costs of storage, safekeeping and preservation incurred as a result of the Customer's default of acceptance. The Customer shall retain the right to demonstrate that no costs or substantially lower costs have been incurred.

2. In the event of default in payment, default of acceptance or a breach of material obligations to cooperate on the part of the Customer, we shall have, in accordance with the statutory provisions, in particular the rights to demand performance, withdraw from the contract and claim damages.
3. The Customer shall not be entitled to refuse acceptance of a delivery solely on account of minor defects. The Customer's statutory rights in respect of defects shall remain unaffected. For invoicing purposes, the values determined when the goods are made available for shipment shall be decisive unless the Customer proves that they are incorrect. In the case of goods invoiced by weight or length, customary production-related quantity deviations shall be permissible. Invoicing shall be based on the quantity actually delivered.
4. Reusable packaging shall be provided on a loan basis. A deposit fee may be charged. Such packaging shall remain our property in all cases and must be returned carriage paid within 60 days of receipt. Otherwise, we shall be entitled to invoice the replacement value. The Customer shall be liable for damage to or loss of the packaging occurring while it is in the Customer's custody and for which the Customer is responsible.
5. Where disposable packaging is used for the goods delivered, the return, take-back, recycling and disposal thereof shall be governed by the applicable statutory provisions, in particular the applicable provisions of packaging law. Statutory take-back and recycling obligations shall remain unaffected. To the extent legally permissible and provided that the Customer is not a consumer, deviating agreements concerning the place of return and the costs of return may be made. The Customer shall comply with the statutory obligations incumbent upon it regarding the disposal of packaging. However, an obligation on the part of the Customer to dispose of packaging shall only exist insofar as it arises from statutory provisions or a valid individual contractual agreement.
6. In the case of deliveries to Member States of the European Union, the Customer shall be obliged to provide us with its VAT identification number in writing. The Customer shall be responsible for the accuracy of the information provided. If the Customer culpably causes us to incur a tax loss due to incorrect or incomplete information, the Customer shall indemnify us against the resulting justified third-party claims in accordance with the statutory provisions.
7. Likewise, in the case of ex-works deliveries, the Customer shall be obliged to provide us with the required confirmation of transport and proof of arrival or proof of transport or dispatch to the rest of the Community territory. In the event of a breach of this notification obligation for which the Customer is responsible, the Customer shall compensate us for the necessary and reasonable damage incurred as a result and indemnify us against justified third-party claims in accordance with the statutory provisions.

V. Warranty and Incoming Goods Inspection

1. We shall be liable for defects in quality and title in accordance with the statutory provisions, unless otherwise provided below. We shall not be liable for defects demonstrably caused by improper use, storage, processing, assembly, maintenance, or by unauthorized modifications or the use of replacement parts not approved by us. The statutory provisions governing the burden of proof shall remain unaffected. We shall not provide any warranty for wear and tears resulting from normal use or for defects caused by improper use, improper storage or processing, or by failure to comply with the manufacturer's assembly or operating instructions. Our liability for defects shall also be excluded insofar as the defect is demonstrably attributable to the Customer having made modifications without our approval or having used replacement or accessory parts not approved by us. The statutory provisions governing the burden of proof shall remain unaffected.
2. Where products are manufactured in accordance with binding drawings, specifications or other requirements provided by the Customer, our responsibility with regard to the design shall be limited to implementing such requirements in accordance with the contract. We shall be liable for the technical suitability of the design or specification provided by the Customer only to the extent that we recognized its unsuitability, failed to recognize its unsuitability due to gross negligence, or assumed a corresponding duty to inspect or advise
3. Information relating to our products, in particular illustrations, drawings, as well as weight, dimensional, performance and other technical specifications, serves to describe the products unless expressly agreed as binding contractual specifications. Any expressly agreed characteristics and properties shall remain unaffected by this provision. A guarantee within the meaning of Section 443 of the German Civil Code (BGB) shall only be assumed if it is expressly designated as a guarantee or otherwise expressly agreed. In

the case of samples and specimens, the agreed characteristics shall be decisive. Customary commercial or technically unavoidable deviations remain permissible insofar as they do not impair the agreed quality. We provide application-related technical information, advice and consultations to the best of our knowledge and based on the information provided to us by the Customer. Any further obligation to inspect, advise or plan shall only exist if expressly agreed.

4. Where we are commissioned with the design or technical specifications, we shall be liable for the contractual and defect-free execution in accordance with the statutory provisions. The agreed quality and the contractually intended use shall be decisive.
5. Any warranty obligation or liability for specifically warranted performance and processing data shall be excluded if the Customer uses materials other than those for which the tool was designed, or if the Customer fails to comply with our instructions or recommendations regarding the use of specific auxiliary materials or operating parameters. Our liability for defects shall be excluded to the extent that the defect is demonstrably attributable to the Customer's failure to comply with materials, auxiliary materials, operating parameters or other technical specifications prescribed or recommended by us.
6. The Customer shall inspect the goods without undue delay after delivery, insofar as this is practicable in the ordinary course of business and shall notify us in text form without undue delay of any defects that are apparent. The statutory provisions shall apply to defects that are not apparent. Externally visible transport damage and discrepancies in quantity should, where possible, already be documented with the carrier upon delivery and noted on the delivery documents. The statutory obligations to inspect and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB) shall remain unaffected. Hidden defects shall be notified without undue delay after their discovery.
7. The limitation period for claims based on defects in quality shall generally be twelve months for new movable goods, commencing from the statutory commencement of the limitation period. This shall not apply insofar as the law mandatorily provides for a longer limitation period, in cases of fraudulent concealment of a defect, recourse claims within a supply chain, and in other cases for which the law provides for a longer limitation period. The statutory limitation provisions shall apply to claims for damages as well as to claims arising from injury to life, body or health. In the case of contracts for work and services, the limitation period shall, insofar as provided for by law, commence upon acceptance of the work.
8. We shall provide warranty remedies in the form of rectification of defects or replacement delivery of the defective items in accordance with the statutory provisions and shall bear the costs necessary for this purpose, in particular transportation, travel, labor and material costs. Insofar as the costs increase because the items have been taken to a location other than the Customer's commercial establishment after delivery, the Customer shall bear the additional costs, unless the relocation corresponds to the contractual agreement or is required as part of the statutory supplementary performance.
9. As part of the rectification of defects, the Customer shall have a duty to cooperate by enabling us to carry out the rectification of defects without undue delay and, insofar as necessary, making the goods or work subject to the complaint available to us for inspection and rectification. If a notice of defect proves to be unjustified and the Customer could have recognized this through a reasonable inspection, the Customer shall reimburse the expenses incurred as a result.
10. If subsequent performance fails, the Customer shall be entitled, in accordance with the statutory provisions, to demand a reduction of the remuneration or to withdraw from the contract. If several items are to be delivered, withdrawal from the contract may only be requested with regard to the defective items.
11. The same warranty provisions as applicable to the original delivery item shall apply to supplied replacement parts and repaired parts.

VI. Manufacture in Accordance with Customer Instructions

1. To the extent that we manufacture goods in accordance with binding drawings, samples, specifications or other requirements provided by the Customer, the Customer shall be responsible for the accuracy, completeness and technical suitability of such requirements. Our responsibility for implementing the requirements in accordance with the contract and for manufacturing goods free from defects shall remain unaffected. The same shall apply to other defects insofar as they are demonstrably attributable to instructions provided by the Customer. All ownership rights, copyrights, rights of use and other intellectual property rights remain with us to the extent permitted by law. Unless expressly agreed otherwise, moulds, tools and design documentation manufactured by us or on our behalf shall remain our property. We shall be entitled to destroy moulds, tools and design documentation no earlier than two years after completion of the last order, provided that there are no statutory retention obligations, ongoing contractual or warranty claims, or conflicting agreements. Any intended destruction shall be announced to the Customer in advance in text form.
2. The Customer shall indemnify us against justified claims by third parties insofar as such claims are demonstrably based on drawings, samples, specifications, trademarks or other documents provided or bindingly specified by the Customer and the Customer is responsible for the infringement of rights. The Customer shall reimburse us for the necessary and reasonable damages and expenses arising therefrom, insofar as the Customer is responsible for the underlying infringement. If claims are asserted against us on account of the contractual use of documents provided or specified by the Customer, alleging an infringement of intellectual prop-

erty rights, we shall inform the Customer thereof without undue delay. The parties shall review the matter appropriately and, where possible, seek a reasonable solution, by modifying the design affected or obtaining the necessary right of use. Statutory rights shall remain unaffected. In the event of withdrawal from the contract, the services rendered by us up to that point and the expenses incurred shall be remunerated in accordance with the contractual agreement and the statutory provisions.

VII. Liability

1. We shall be liable without limitation for damages arising from injury to life, body or health caused by an intentional or negligent breach of duty by us or by our legal representatives or vicarious agents. We shall be liable without limitation for other damages in cases of intent and gross negligence. In cases of ordinary negligence, we shall only be liable for the breach of an essential contractual obligation. In such cases, our liability shall be limited to the foreseeable damage typical of the contract at the time of conclusion of the contract. The foregoing limitations of liability shall not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee as to the quality of the goods, or insofar as mandatory statutory liability applies, under the German Product Liability Act (Produkthaftungsgesetz).
2. The foregoing limitations of liability shall apply irrespective of the legal basis of the claim asserted. They shall apply to claims for damages arising from breach of duty, tort and liability for defects. The statutory provisions governing the burden of proof shall remain unaffected.

VIII. Retention of Title

1. We shall retain title to the delivered goods until full payment of the purchase price is agreed for the respective goods.
2. We permit processing or treatment only in the ordinary course of business. Any processing or combination of the goods subject to retention of title with other items shall only be permitted within the scope of the applicable statutory provisions. To the extent that, pursuant to the statutory provisions, the Seller acquires ownership or co-ownership because of such processing or combination, such ownership or co-ownership shall remain reserved to us.
3. The Customer shall hold, as our custodian and with the due care of a prudent businessman, any items in which we have sole or co-ownership. To the extent that the Customer takes out insurance for the products subject to retention of title, the Customer hereby assigns to us, by way of security, any claims arising under the respective insurance contract insofar as they relate to our retained title to the relevant product subject to retention of title. The Customer shall not be entitled to transfer title to the products subject to retention of title by way of security, pledge them or otherwise dispose of them. Resale shall be permitted in the ordinary course of business, if it is ensured that the claims arising therefrom are assigned to us in accordance with the following provisions. The Customer hereby assigns to us by way of security the claims to which the Customer is entitled arising from the resale or from any other legal basis relating to the products subject to retention of title. If the Customer sells the products subject to retention of title after processing or after their combination, mixing or blending with other products, or together with other products, the assignment of claims shall, however, only be agreed in the amount corresponding to the proportion represented by the agreed gross purchase price plus a security margin of 40% of such purchase price. If the assigned claim has been included in a current account, the Customer hereby assigns to us, by way of security, a corresponding portion of the Customer's respective balance claim, including the closing balance, in the amount of the claim assigned to us. The Customer shall be obliged to provide us at any time with all information requested concerning the products subject to retention of title and the claims assigned to us. At our request, the Customer shall notify the debtor of the assignment of the claims. Insofar as third parties assert rights or claim against the products subject to retention of title or the assigned claims, the Customer shall immediately inform us and provide us with the necessary documents. The Customer shall bear the costs of defending against such third-party claims insofar as the Customer is responsible for the circumstances giving rise to such claims.
4. In the event of conduct by the Customer in breach of contract, in particular in the event of default in payment, we shall be entitled to withdraw from the contract in accordance with the statutory provisions. Following an effective withdrawal from the contract, we may demand the return of the goods subject to retention of title. The Customer shall immediately grant us or our authorized representative's access to the products subject to retention of title and shall surrender such products to us. Our demand for the return of the goods or the seizure of the goods shall not constitute a withdrawal from the contract.
5. The Customer shall treat the goods subject to retention of title with due care until title is transferred and shall, insofar as agreed or required by the circumstances, adequately protect them against damage and loss.
6. In the case of deliveries abroad, the agreed retention of title shall apply only to the extent that it can be effectively agreed under the law applicable at the respective place of delivery. If additional declarations or measures are required to secure our claims, we shall inform the Customer thereof and coordinate such declarations or measures with the Customer. Security rights that, from an economic perspective, provide us with equivalent protection against loss of title and non-payment of claims shall be deemed equivalent.

IX. Prohibition of Assignment

The assignment of claims of the Customer against us arising from the contractual relationship shall require our prior consent in text form. This shall not apply insofar as the claims are monetary claims that are assignable notwithstanding any contrary agreement pursuant to the statutory provisions, or insofar as the assignment is legally permissible and a prohibition of assignment is not legally permissible. Statutory prohibitions of assignment and statutory exceptions thereto shall remain unaffected.

X. Severability Clause

Should any individual provision of these Terms and Conditions of Sale and Delivery be or become wholly or partially invalid, the validity of the remaining provisions remain unaffected. The invalid provision shall be replaced by the applicable statutory provisions. This shall also apply to the filling of any contractual gap.

XI. Place of Performance, Applicable Law and Jurisdiction

1. The place of performance shall be our premises in Hilden.
2. The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). These Terms and Conditions of Sale and Delivery shall apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.
3. The exclusive place of jurisdiction for all disputes arising from contractual relationships between the Customer and us shall be Düsseldorf. However, we shall also be entitled to bring an action against the Customer at the Customer's registered office. Ausschließlicher Gerichtsstand für alle Streitigkeiten aus vertraglichen Beziehungen zwischen dem Besteller und uns ist Düsseldorf. Wir sind jedoch berechtigt, den Besteller an seinem Sitz zu verklagen.

XII. Data Processing

We process personal data of the Customer and/or its contact persons in accordance with the applicable statutory provisions, in particular for the performance and processing of the contractual relationship. Details regarding the processing of personal data, the purposes of processing, the legal bases and the rights of data subjects are set out in our Privacy Policy.