1. General provisions, scope of application

1.1 Our deliveries, services, offers and quotations are provided exclusively on the basis of these General Terms and Conditions of Delivery and Service Provision. They are deemed to form part of all contracts concluded with our contractual partners (also referred to hereinafter as "customers"). The General Terms and Conditions of Delivery and Service Provision apply in particular to contracts for the sale and/or delivery of movables (including non-fungibles), regardless of whether or not we produce the goods ourselves or purchase them from other suppliers (§§ 433, 651 BGB – German Civil Code) as well as to contracts for work and services ("Werkverträge"[1]).
1.2 Our General Terms and Conditions of Delivery and Service Provision apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer only become part of the contract if and to the extent that we have given our express written consent to their application. In particular, any reference made to a letter of the customer or a third party which contains terms and conditions of business or refers to them is not deemed to constitute acknowledgement or acceptance of such terms and conditions. Our General Terms and Conditions of Delivery and Service Provision also apply in the case that we - while being aware of terms and conditions of the customer that deviate from or conflict with our General Terms and Conditions of Delivery and Service Provision - execute delivery to the customer without reservation.
1.3 Our General Terms and Conditions of Delivery and Service Provision in the version valid at the time apply as a framework agreement also for future deliveries and related services provided to the same customer and they further apply to contracts for work and services ("Werkverträge") concluded with the same customer; there is however no need for us to specifically point this out in each individual case.
1.4 Our employees other than managing directors and the holders of a "Prokura"[2] are not entitled to make arrangements that deviate from the original agreements including these General Terms and Conditions of Delivery and Service Provision.
1.5 Any legally relevant declarations of the customer which have to be made and delivered to us after contract conclusion (e.g. withdrawal, reduction of the price) must be in writing ("Schriftform").
1.6 Reference to statutory provisions is made only for the purpose of clarification. The statutory provisions apply even without specific reference made to them if and to the extent that they have not been immediately modified or explicitly excluded by these General Terms and Conditions of Delivery and Service Provision.
1.7 Our General Terms and Conditions of Delivery and Service Provision only apply to relationships with entrepreneurs (§ 14 BGB – German Civil Code), legal persons under public law and special funds under public law (öffentlich-rechtliches Sondervermögen).

2. Offers, tendering documents, kind and scope of performance, deviations

2.1 Our offers are made without engagement and subject to change and prior sale unless they are explicitly referred to as binding. The ordering of goods by the customer is deemed to constitute a binding offer for contract conclusion. Unless otherwise provided for by the order, we are entitled to accept this offer for contract conclusion within two (2) weeks from receipt. The offer will be accepted by a written confirmation of the order to be issued by us.
2.2 As to the kind and scope of our deliveries and services, the specifications contained in our written order confirmation are decisive.
2.3 Our specifications regarding the deliveries or services to be provided by us (such as weight, measurements, tolerances, load capacity, technical data) as well as our presentation thereof (e.g. drawings and illustrations) in the order confirmation, catalogues, prospectuses, promotion material, advertisements or other product information provided to the customer are approximate standard values which usually apply in this industry unless exact conformity has been agreed in the specific individual case or the applicability for the contractually agreed purpose requires such exact conformity. Deviations that are usual in the trade and deviations that are due to legal regulations or constitute technical improvements as well as the substitution of components and devices by equivalent parts are permissible if and to the extent that they do not impair the applicability for the purpose intended under the contract. The specifications contained in the order confirmation will by all means prevail over the specifications contained in catalogues, prospectuses, promotion material, advertisements or other product information provided to the customer.
2.4 The documents delivered by the customer (specifications, drawings, samples, models or the like) are the decisive basis for us; the customer is liable for the correctness of their contents, for their technical feasibility and their completeness; we are not obliged to check or review the said documents.
2.5 We reserve any and all property rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to written documents which are referred to or marked as "confidential". Prior to their disclosure or passing on to third parties, the customer has to obtain our explicit written consent. The customer is obliged to return these things to us upon request and destroy any copies made thereof provided that the customer is no longer in need of them in the context of ordinary business or in the case that negotiations do not lead to the conclusion of a contract.
2.6 Samples requested by the customer will only be delivered against invoice unless otherwise agreed between the parties.
2.7 Depending on the type of the makes (custom-made products) to be delivered, deviations in the quantity that are usual in the trade of up to +/- 10% are permissible, and that with regard to both the total quantity ordered and partial deliveries, if any.

3. Prices and terms of payment

3.1 The prices are calculated and charged for the scope of services and deliveries specified in the order confirmations. Special and additional services are charged separately. If the prices have not been specifically stated in the quotation or agreed with the customer, the orders placed will be executed at the list prices valid on the day when the order is confirmed. Unless otherwise agreed or stipulated hereinafter, the prices for national and international orders do not include the costs of freight, postage, customs clearing, statutory value-added tax and fees as well as any other public charges. The customer has to bear the costs of dispatch, packaging and insurance for national orders described in the current list of the freight and service costs on www.simplex-armaturen.de / General Terms of Conditions of Delivery and Service Provision.
For the delivery of baseboards, in any case, we charge EUR 18.00 for packaging for each cardboard box containing baseboards. The costs of freight and packaging for the manifolds and the manifold cabinets (PG 701, 760, 761 and 764) need to be enquired specifically for each order. Unless otherwise agreed, the prices for deliveries abroad are ex works. In the case of non-standard packing units a surcharge of 15% will be invoiced. Otherwise the regulations set out below apply.
3.2 We reserve the right to appropriately adjust our prices if, after contract conclusion, a decrease or increase in costs occurs due to circumstances that are beyond our control, in particular due to collective agreements or changes in material prices. Upon the customer's request, we will provide evidence to demonstrate such circumstances.
3.3 Unless otherwise stipulated in the order confirmation, our invoices are due for payment within 10 days from the date of the invoice less 3% cash discount or within 30 days from the date of the invoice without deduction. In the case of partial deliveries, we are entitled to invoice the customer for the costs of the corresponding part.

[1] The German "Werkvertrag" is a contract for work and services under which the contractor undertakes to bring about a particular result (such as to repair a car or to transport goods to a specific destination etc.).
[2] The "Prokura" is a special authority granted under § 48 et seq. of the German Commercial Code to act on behalf of the company in respect of all transactions in and out of court within the scope of mercantile trade.

3.4 The customer is deemed to be in default ("Verzug") from the time of expiration of the term of payment stipulated in sec. 3.3. During the period of default, interest has to be paid on the invoice amount at the statutory interest rate valid at the time. We reserve the right to assert claims for further damage incurred by us as a result of the default. As to the relationships with merchants, our right to claim interest from the due date on (§ 353 HGB – German Commercial Code) remains unaffected.
3.5 The hand-over of cheques or bills of exchange is only admissible if specifically agreed between the parties and will only be accepted on account of performance ("erfüllungshalber"[3]). Discount charges and costs of collection are at the customer's expense. If a time limit for payment is granted to the customer, the payment obligation is – for any and all payments whatsoever – deemed fulfilled on the day when we can actually dispose of the money.
3.6 The customer is only entitled to set-off if the customer's counterclaims have been established by a final non-appealable court decision (*res judicata*) or if they are undisputed or have been acknowledged by us. The same applies with regard to the rights of retention. In the case of a defect of the delivered goods, the provisions under sec. 7.5 (i) remain unaffected.
3.7 If we can foresee after the conclusion of the contract that our claim to payment is endangered owing to lacking ability of the customer to pay (e.g. due to the filing of a petition in insolvency), we are entitled by law to refuse performance and – where applicable subject to the prior granting of a grace period – to withdraw from the contract (§ 321 BGB – German Civil Code). In the case of a contract for the manufacture of non-fungibles (custom-made items), we are entitled to withdraw from the contract immediately; the statutory provisions regarding the dispensability of a grace period remain unimpaired.

4. Delivery, passing of risk, acceptance

4.1 Unless explicitly agreed otherwise in writing, delivery "ex works" is deemed agreed. The place of delivery and the place of performance is the respective works executing the order, namely the works in D-88260 Argenbühl/Eisenharz or the works in D-98590 Schwallungen. This also applies in the case that we have agreed to bear the costs of transport or have advanced such costs for the customer.
4.2 In the case of delivery "ex works", the risk of accidental perishing or loss or accidental deterioration of the goods generally passes to the customer after the goods have been made ready for collection and notice of such readiness for collection has been given to the customer. If dispatch of the goods to the customer has been agreed, the risk of accidental perishing or loss or accidental deterioration of the goods passes to the customer upon hand-over of the goods to the carrier, forwarder or other person or institution engaged to carry out the transport. This also applies in the case of partial deliveries or if we have agreed to bear the costs of other services, too (e.g. costs of dispatch). If the dispatch or hand-over is delayed and such delay is caused by and attributable to the customer, the risk will pass to the customer from the day when the goods are ready for dispatch and notice of such readiness has been given to the customer.
4.3 If the goods are dispatched, they will be insured against theft, breakage, damage in transit, damage by fire or water or other insurable risks solely upon the explicit request of the customer and at the customer's expense. Unless otherwise agreed, we are entitled to choose the kind of dispatch (in particular carrier, mode of dispatch, packaging) in our discretion.
4.4 We are entitled to make partial deliveries provided that they are reasonably acceptable to the customer when considering the customer's interests.
4.5 Delivered parts must be accepted by the customer even if they show minor defects. This is without prejudice to the customer's rights for breach of warranty.

5. Delivery times, delay in delivery and default of acceptance of delivery

5.1 Any specification of the dates or times of delivery are approximate only and non-binding unless a fixed date or fixed time of delivery has been explicitly agreed in the specific individual case. The time of delivery only starts to run after all details of the order execution have been clarified and both parties have agreed on the conditions of the order.
5.2 If the customer fails to timeously fulfil any contractual duties – including the duty to cooperate and assist and collateral duties – such as the obligation to open a letter of credit, provide national or international certifications, make advance payments or the like, we will be entitled to reasonably postpone the date of delivery or reasonably extend the time of delivery, depending on the specific requirements of the production process; this will be without prejudice to our rights based on the customer's default. The defence of non-performance of the contract is reserved.
5.3 If we are prevented from timeous delivery by force majeure, the delivery time will be extended by a reasonable period resp. the agreed delivery date will be postponed by a reasonable period. Force majeure events are deemed to comprise in particular industrial action in our own enterprise or in the enterprises of third parties, delay in transport, non-performance of delivery by our pre-suppliers, disturbance of the course of operations in our enterprise or that of our pre-suppliers which is not attributable to us and demonstrably has considerable influence on the course of operations or any other unforeseeable, inevitable and severe incidents which are not attributable to either of the parties. Such force majeure event has to be reported to the other party without undue delay ("unverzüglich"). If the impediment lasts longer than three months, either contracting party is entitled to withdraw from the contract with regard to such part of the contract as has not yet been fulfilled. If delivery is rendered impossible as a result of the force majeure event, our obligation to deliver expires and we cannot be held liable for damages. If the customer demonstrates that, due to the delay, subsequent fulfilment is of no interest for the customer any longer, the customer is entitled to withdraw from the contract; however, any further rights and claims of the customer are excluded.
5.4 If the customer is obliged to collect the goods to be delivered, the dates and times of delivery are deemed observed if the goods are ready for collection and notice of such readiness has been given to the customer. If dispatch of the goods has been agreed, the dates and times of delivery refer to the time when the goods are handed over to the carrier, forwarder or other third party engaged to carry out the transport.
5.5 If we are in default of delivery or service provision or if delivery or service provision becomes impossible for us for whatever reason, we can only be held liable for damages within the limits stipulated in sec. 8 of these General Terms and Conditions of Deliver and Service Provision.
5.6 In the case of non-compliance with our dates or times of delivery, the customer is entitled to withdraw from the contract under the conditions stipulated in § 323 BGB (German Civil Code). If the entire delivery becomes impossible for us before the risk has passed, the customer is entitled to withdraw from the contract without being obliged to grant us a grace period. In addition, the customer is entitled to withdraw from the contract, if - in the context of an order - the execution of a specific part of the delivery becomes impossible and the customer has a legitimate interest to refuse partial delivery. If this is not the case, the customer is obliged to pay such part of the contractually agreed price as corresponds to the partial delivery made.
5.7 In the case of call-off orders, the delivery time is deemed to be the period agreed between us and the customer or, in default of such an agreement, a period of 12 months. If, after expiry of the delivery time, the goods are not called off for delivery within a reasonable subsequent period granted by us, we are – subject to any agreement to the contrary – free to deliver the goods even without call-off or to withdraw from the contract and claim damages.
5.8 If the customer is in default of acceptance or if the customer fails to cooperate or assist or if our delivery is delayed for any other reason attributable to the customer, we are entitled to claim compensation of the damage incurred as a result thereof, including any additional expenses incurred (e.g. storage costs). In this case, we charge a flat-rate compensation amounting to two percent of the price of the goods to be delivered for each completed calendar week. This is without prejudice to our statutory rights (including but not limited to the right to reimbursement of additional expenses, the right to adequate compensation and the right of termination); however, the flat rate paid must be set off against any further monetary claims asserted. The customer remains entitled to demonstrate that we did not incur any damage at all or that the damage incurred by us was considerably less than the aforementioned flat rate.

[3] "Erfüllungshalber" means that the debt is only deemed satisfied if and as soon as the cheque or bill of exchange has been honoured.

6. Retention of title

6.1 We retain title to the delivered goods (goods subject to retention of title) until all our current and future claims arising out of the business relationship with the customer including ancillary claims and claims for damages (secured claims) have been paid in full. If and to the extent that we agree with the customer to use the cheque/ bill of exchange procedure for the payment of claims, the retention of title also comprises the payment by the customer of the bill of exchange accepted by us and does not expire when we are credited for the amount of the cheque received.
6.2 Prior to the payment in full of the secured claims, the customer is only allowed to pledge the goods subject to retention of title in favour of a third party or transfer title to them by way of security with our explicit written consent. In the case of seizure or attachment or other interference by third parties, the customer is obliged to notify us in writing without undue delay ("unverzüglich") to so enable us to bring an action under § 771 ZPO (German Code of Civil Procedure). If and to the extent that the third party is unable to reimburse us for the judicial or extrajudicial costs of the action under § 771 ZPO, the customer will be deemed liable for the costs incurred by us.
6.3 The customer is entitled to resell the goods subject to retention of title in the ordinary course of business; however, the customer already now assigns to us any and all claims which arise and are owing to the customer from the resale of the goods subject to retention of title by his buyers or third parties, in the amount equivalent to the final invoice amount (including VAT) charged on the basis of our claims, and that regardless of whether the goods have been resold without or after processing. The customer continues to be entitled to collect these claims even after their assignment. This is without prejudice to our right to collect the claims ourselves. However, we agree not to collect the claims ourselves as long as no cheque or bill of exchange is protested and the customer fulfils his payment obligations from the proceeds collected by him and is not in default of payment and in particular does not file a petition in insolvency or has ceased payments. However, if this is the case, we can request the customer to disclose to us the claims assigned and the identity of the respective debtors, provide us with all information that is necessary for collecting the claims, hand over to us the corresponding documents and give notice of assignment of the claims to the debtors (third parties).
6.4 The processing or transformation by the customer of the goods subject to retention of title is always deemed to be carried out for us. If the goods subject to retention of title are processed together with other items/ substances not belonging to us, we will become co-owner of, and share title to the new item in the proportion of the value of the goods subject to retention of title (final invoice amount including VAT) to the value of the other processed items/ substances as at the time of processing. Apart from that, the item generated by way of processing or transformation as well as our co-ownership rights to this item are subject to the same regulations as the goods delivered subject to retention of title.
6.5 If the goods subject to retention of title are inseparably mixed with other items/ substances not belonging to us or if they are combined with such other items/ substances in the way that they become integral parts ("wesentliche Bestandteile"[4]) of a unit, we will become co-owner of and share title to the new item in the proportion of the value of the goods subject to retention of title (final invoice amount including VAT) to the value of the other mixed or combined items/ substances as at the time of the mixture or combination. In case the items are mixed or combined in the way that the customer's item has to be considered as the main time, the parties are already now deemed to have agreed that the customer transfers co-ownership to us on a prorata basis. The customer will keep the co-ownership item in custody for us. Apart from that, the co-ownership rights resulting from the mixture or combination are subject to the same regulations as the goods delivered subject to retention of title.
6.6 The customer is obliged to treat the delivered goods carefully; in particular the customer is obliged to take out at his own expense a sufficient new value insurance policy to insure the goods against damage by fire or water and against theft. If maintenance and servicing measures are required, the customer is obliged to carry out such measures at his own expense in due time.
6.7 In case the goods subject to retention of title perish, get lost or are damaged, the customer hereby assigns to us in advance by way of additional security any related claims to indemnification payments of the insurer, and that in the amount equivalent to the final invoice amount (including VAT) charged for the goods delivered.
6.8 Frames and tools which have been manufactured by order of the customer remain our property even if they have been paid by the customer in full or in part.
6.9 We undertake to release the security due to us upon the customer's request to the extent that the realizable value of our security exceeds the claims to be secured by more than 10%; the choice of the security or collaterals to be released will be made by us in our discretion.
6.10 In the case that the customer is in breach of the contract, in particular in the case of non-payment of the price due for the delivered goods, we are entitled to withdraw from the contract as is provided for by the statutory provisions and/or to request return of the goods delivered subject to retention of title, relying on the clause regarding retention of title. The request for return of the goods does not at the same time constitute a declaration of withdrawal; we are rather entitled to only request return of the goods and reserve the right to withdraw from the contract. If the customer fails to pay the price due for the goods delivered subject to retention of title, we are only entitled to assert these rights after we have granted the customer a reasonable grace period for payment or if such a grace period would be dispensable according to the statutory provisions governing the right of withdrawal.

7. Warranty

7.1 The customer's rights in the case of a defect in quality or title (including *aliud* delivery and short delivery) are governed by the statutory provisions unless stipulated otherwise hereinafter. The special statutory provisions governing the final delivery of goods to a consumer (§§ 478, 479 BGB - German Civil Code) remain by all means unaffected.
7.2 If we are obliged to perform on the basis of drawings, specifications, samples, requirements etc. of the customer, the latter has to bear the risk regarding the suitability of the goods for the intended purpose. Special guarantees are only assumed by us on the basis of special agreements which stipulate the content and scope of such guarantees, irrespective of these General Terms and Conditions of Delivery and Service Provision and the statutory rights of the customer. We do not accept liability for the deterioration, perishing, loss or improper handling of the goods after the risk has passed to the customer.
7.3 The customer's warranty rights are subject to the condition that the customer has duly fulfilled his duty to inspect the goods and give notice of defect according to § 377 HGB – German Commercial Code. Notwithstanding the statutory provisions, the notice of defect must be given in writing. If the contractual rela-tionship between us and the customer is a contract for work and services ("Werkvertrag"[5]), § 377 applies *mutatis mutandis* whereby the notice of defect must again be given in writing.
7.4 If we agree with the customer that goods will inspected, approved and accepted or that an initial sample inspection will be conducted, the customer is precluded from complaining about those defects which the customer could have found when carefully inspecting the goods for approval and acceptance or in the context of the initial sample inspection.
7.5 If the delivered goods are defective and provided that the customer has duly fulfilled his duty to inspect the goods and give notice of defects according to sec. 7.3., the customer is entitled to the statutory rights and claims, subject to the following provisions:

(i) First of all, we are entitled, at our choice, to either remedy the defect or deliver non-defective goods to the customer (subsequent performance

[4] "Wesentliche Bestandteile" are those component parts of a thing which cannot be separated or removed without destroying or substantially altering one or the other part.
[5] The German „Werkvertrag" is a contract for work and services under which the contractor undertakes to bring about a particular result (e.g. to repair a car or to transport goods to a specific destination).

– "Nacherfüllung"). For such purpose, the customer is obliged to grant us the time and opportunity required for the subsequent performance. We are obliged to bear all expenses that are necessary for executing the subsequent performance including but not limited to the costs of transport, travelling expenses and the costs of labour and material. In the case of substitute delivery ("Ersatzlieferung"), the customer is obliged to return the defective goods to us upon request. We are entitled to make the subsequent performance dependent on the payment by the customer of the price agreed for the delivered goods. However, the customer is entitled to withhold a reasonable portion of the payment.

(ii) If the subsequent performance fails, the customer is entitled, at his choice, to either withdraw from the contract or claim reduction of the agreed price. In the case of a minor defect, the customer has no right to withdraw from the contract.

(iii) The customer's claims to damages or reimbursement of futile expenses are governed by the provisions under sec. 8.

7.6 If and to the extent that we provide technical information or advice and if such information or advice is not part of the contractually agreed scope of services to be provided by us, such information and advice will be rendered free of charge and any liability on our part is excluded.

8. Other liability, exclusion and limitation of liability

8.1 Unless otherwise provided for by these General Terms and Conditions of Delivery and Service Provision, we are liable for a breach of contractual duties or for a breach in the context of the initial approaches or negotiations for contract conclusion (*culpa in contrahendo*) as is provided for by the applicable statutory provisions valid at the time.

8.2 Subject to the provisions of sec. 8.3, we only accept liability for damages – in the case of contractual, non-contractual and other claims for damages, regardless of the legal cause, including but not limited to claims for defects, default and impossibility of performance, *culpa in contrahendo* and tort – in the case of wilful or grossly negligent conduct on the part of our representatives or vicarious agents or other persons engaged by us in the performance of our contractual obligations ("Erfüllungsgehilfen"). Beyond that, we also accept liability for simple negligence including that of our representatives or vicarious agents or other persons engaged by us in the performance of our contractual obligations ("Erfüllungsgehilfen") for damage caused by the breach of a fundamental contractual duty ("wesentliche Vertragspflicht"), i.e. a duty compliance with which is a necessary and indispensable condition of proper contract execution and on the compliance with which the customer thus is generally allowed to rely (cardinal duty – "Kardinalpflicht"). If we are held liable for gross negligence or unintentional breach of a fundamental contractual duty (cardinal duty - "Kardinalpflicht"), our liability is limited to the amount of the foreseeable damage typically occurring with contracts of the type in question.

8.3 The provisions governing the exclusion or limitation of liability under sec. 8.2 are without prej-udice to the claims for damage resulting from an injury of life or limb or health as well as claims of the customer based on the Produkthaftungsgesetz (German Product Liability Act) or the special statutory provisions governing final delivery of the goods to a consumer (§§ 478, 479 BGB – German Civil Code). The provisions governing the exclusion and limitation of liabil-ity stipulated above do not apply either if we have fraudulently concealed a defect or given a guarantee for the quality of the goods. Thus all mandatory statutory provisions governing liability remain unimpaired.

8.4 The provisions under sec. 8.2 – 8.3 also apply in the case that the customer instead of claiming damages in lieu of performance ("Ersatz des Schadens statt der Leistung") claims reimbursement of futile expenses ("Ersatz nutzloser Aufwendungen").

8.5 If and to the extent that our liability is excluded or limited, this also applies to the personal liability based on the same legal cause of our legal representatives, employees, personnel, agents, vicarious agents and other persons engaged by us in the performance of our contractual obligations ("Verrichtungs-/ Erfüllungsgehilfen").

9. Limitation

9.1 Limitation of the mutual claims of the contracting parties is subject to the statutory provisions, unless otherwise stipulated hereinafter.

9.2 Notwithstanding § 438 subs. 1 no. 3 BGB (German Civil Code) and § 634 a subs. 1 no. 1 and § 634 a subs. 1 no. 3 BGB (German Civil Code), claims of the customer for defects of quality or title become time-barred after expiry of one (1) year from the time when the limitation period has started to run according to the statutory provisions.

9.3 Any mandatory statute of limitations remains unimpaired. Thus, the easing of the statute of limitations mentioned in sec. 9.2 does not apply:

- to claims for third-party claims in rem for return,
- to claims for defects of the goods which have been used for a construction ("Bauwerk") according to their usual purpose of use and which have caused the defectiveness of the construction ("Bauwerk"),
- to claims based on a guarantee,
- in the case of fraudulent concealment of a defect,
- to claims based on intentional or grossly negligent conduct,
- to recourse claims based on the regulations governing the sale of consumer goods,
- to claims for an injury of life or limb or health,
- to claims for defects of a construction ("Bauwerk") or a work the result of which are planning and supervising services for it.

9.4 The limitation periods fixed under sec. 9.2 and 9.3 for claims for defects of quality or title apply *mutatis mutandis* to concurring contractual and non-contractual claims for damages of the customer which are based on a defect of the goods to be delivered under the contract. If however, according to the statutory regulations governing limitation, the concurring claims become time-barred at an earlier point in time, such concurring claims are deemed to be subject to the statutory limitation period. The statutory limitation periods for claims under the Produkthaftungsgesetz (German Product Liability Act) remain by all means unaffected. The limitation periods for claims based on intentional or grossly negligent conduct as well as claims for an injury of life or limb or health remain unaffected, too.

9.5 If and to the extent that sec. 9.2 to 9.4 shorten the limitation periods for claims asserted against us, such a shortening also applies *mutatis mutandis* to claims of the customer against our legal representatives, employees, personnel, agents and vicarious agents and other persons engaged by us in the performance of our contractual obligations ("Verrichtungs-/ Erfüllungsgehilfen") which are based on the same legal cause.

10. Return of goods

10.1 Non-defective goods delivered by us can only be returned with our prior consent and on the conditions set out below. The provisions of this section are without prejudice to the rescission of contracts for delivery based on the exercise of warranty rights or the right of withdrawal.

10.2 The desired return must be announced to our sales department beforehand. The return delivery note issued by us which must accompany the return consignment is deemed to constitute our consent to the return. We are not obliged to give such consent. Goods which are returned without our consent will not be accepted.

10.3 Only such goods as have been manufactured or invoiced by us can be returned to us. The customer is obliged to specify the goods to be returned as to their type and quantity, stating at the same time the order number, the delivery note number or the invoice number of the preceding delivery. The following

returns are generally excluded:

(i) Material deliveries made more than 12 months ago.
(ii) Custom-made items which were manufactured at your request as well as goods which are not part of our product range and were purchased by us from third parties.
(iii) Return shipments under EUR 100.- net value of goods

10.4 If we agree, by way of exception, to take back non-defective goods, the customer will be credited for the corresponding amount only if and to the extent that we find the goods to be fully reusable. The issue of a credit note is subject to the condition that the goods are absolutely faultless as regards their technical and visual condition and are suitable for resale. Goods in packing units can only be returned in such units. The packaging must be in absolutely faultless condition.

10.5 The goods can only be returned, carriage paid resp. free domicile, to the address of our company stated on the return delivery note. Subject to our prior consent, return deliveries will be executed by our carrier/ parcel service in exceptional cases.

10.6 The return fee amounts to 30% of the net value of the goods but not less than EUR 50.00 per credit procedure for returns with a net value of the goods of less than EUR 200.00. Such fees are charged for the time and labour expended by the incoming goods department and in the context of the inspection of the goods, quality control, restorage and credit note issue.

10.7 Generally, no credit note can be issued for defective products which are rejected by our incoming goods department. In this case, the customer is granted the opportunity to collect such goods himself or arrange for return, carriage unpaid, of such goods within 10 working days from receipt of the goods. After expiry of the return period granted by us, we reserve the right to duly dispose of the goods.

11. Place of jurisdiction and applicable law

11.1 If the customer is a merchant (“Kaufmann“), the domicile of our company in D-88260 Argenbühl/Eisenharz is the place of jurisdiction for any and all disputes arising, directly or indirectly, out of the contractual relationship; we are however entitled to also sue the customer at the place of general jurisdiction applicable to him (“allgemeiner Gerichtsstand”).

11.2 The law of the Federal Republic of Germany applies exclusively, with the exception of the ”United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980” (CISG) and the Hague Uniform Sales Law. However, the conditions and effects of the retention of title under sec. 6 are subject to the law of the place where the item is stored if and to the extent that the choice of German law is impermissible or invalid under that law.

As amended on December 2017