I. Conclusion of Contract

(a) All supplies, services and offers between us and the customer shall be subject to these General Terms and Conditions. When concluding the first contract subject to the following General Terms and Conditions, the customer acknowledges that they apply to the entire term of the business relationship between the parties. We do not acknowledge contrary conditions of the customer or such which diverge from our General Terms and Conditions unless we expressly agreed to their application. Our General Terms and Conditions shall also apply if we supply our customer without reservation knowing that the customer has contrary terms and conditions or such which diverge from ours. Our General Terms and Conditions also apply to all future transactions with the customer.

(b) Amendments or additions to the agreements are not valid unless we have confirmed them in writing.

(c) Our offers are non-binding and without obligation. Acceptance declarations and all orders require written confirmation from us to be valid.

(d) Drawings, illustrations, measurements, weights and other performance data are only binding if this is explicitly agreed in writing.

II. Delivery Deadlines

(a) The dates and deadlines given by us are non-binding, unless otherwise expressly agreed in writing. With regard to agreed delivery dates, we are only liable to the extent that due delivery is reasonable, in particular the costs of transport and all orders require written confirmation from us to be valid.

(b) We are entitled to render part performance, if (a) part performance is only liable to the extent that due delivery is reasonable. Expressly agreed in writing. With regard to agreed delivery dates, we are responsible for providing us promptly and in the correct format with all documents, information, samples, specimens and other information and items which is required to provide and, if applicable for ensuring the technical resources, construction, premises, HR and organisational circumstances needed for product assembly or similar services (such as installation, commissioning, set up/adjustment) are available.

III. Passing of Risk

(a) Unless set out otherwise in our order confirmation delivery ex works is agreed (EXW - Incoterms 2010) based on the warehouse from which we ship. The risk of damaging or losing the goods passes to the customer as a matter of course as soon as the goods are available to the customer unless agreed otherwise by separate, additional transport agreement (see also § 431 German Civ Code).

(b) Transport or other packaging may not be returned.

(c) We shall only conclude transport insurance if a specific instruction is given in accordance with the costs in account of the customer.

(d) If the customer is in default, if it fails to cooperate as required or if performance is delayed for other reasons for which the customer is responsible, we may charge for any ensuing damage, including additional expenditure which we incur such as storage costs.

IV. Payment

(a) The purchase price shall be due for payment within seven days after receipt of the invoice. The date of payment shall be the day on which the payment is credited to our account.

(b) In the event of invoices being paid into default with payment as soon as the respective deadline for payment pursuant to (a) expires. During default, interest shall accrue on the purchase price at the applicable statutory default interest rate. We are also entitled to the statutory default amount pursuant to § 288 (5) sentence 1 German Civil Code. We reserve the right to assert claims for any further default losses. In business with merchants this has no effect on our statutory entitlement to interest (§§ 352, 353 German Commercial Code (Handelsgesetzbuch)) and the provisions in this paragraph. For the report of defects to be without delay, it must be sent no later than within seven (7) working days after delivery or if the defect was not recognisable during the inspection (§ 377 (2) and (3) of the Commercial Code) – no later than within three (3) working days after detection of the defect.

(e) The customer must return any goods reported as defective to us at our request at the customer's cost without undue delay. If the claim is justified we will refund the customer the costs based on the most favourable means of dispatch; this shall not apply if the goods are at a location other than that of their destination.

(f) The customer must only withdraw from the contract if the defect is imminent.

(g) If the customer has not only withdrawn from the contract owing to a breach of duty on our part which is not attributable to a defect in the goods if responsibility for the breach of duty lies with the customer or by any of our legal representatives or vicarious agents.

(h) We have unlimited liability – for whatever reason – for compensation for losses based on wilful or grossly negligent breach of duty on our part or by any of our legal representatives or vicarious agents.

(i) In the event of a negligent breach of duty on our part or by one of our legal representatives or vicarious agents we shall be liable only (i) – but without limit – for resultant losses arising from injury to life, limb or health; and (ii) for losses arising from a breach of material contractual duties. Material contractual duties are those duties the customer reasonably relies on our part and which we have assumed a warranty in respect of the attributes of the goods or a procurement risk. This shall have no effect on mandatory liability under the German Product Liability Act (Produkthaftungsgesetz).

V. Warranty

(a) The customer's rights in the case of material or legal defects (including incorrect delivery and insufficient quantities, faulty assembly or instructions) are subject to statutory requirements unless qualified or qualified in these General Terms and Conditions.

(b) We have unlimited liability – for whatever reason – for compensation for losses based on wilful or grossly negligent breach of duty on our part or by any of our legal representatives or vicarious agents.

(c) In the event of a negligent breach of duty on our part or by one of our legal representatives or vicarious agents we shall be liable only (i) – but without limit – for resultant losses arising from injury to life, limb or health; and (ii) for losses arising from a breach of material contractual duties. Material contractual duties are those duties the customer reasonably relies on our part and which we have assumed a warranty in respect of the attributes of the goods or a procurement risk. This shall have no effect on mandatory liability under the German Product Liability Act (Produkthaftungsgesetz).
VII. Limitation Period

(a) Notwithstanding § 348 (1) no. 3 German Civil Code (Bürgerliches Gesetzbuch), the limitation period for claims – including non-contractual claims – for quality defects and defects in title shall be one year from delivery; does not apply to the scenarios set out in VI. (b), (c) and (d) of these General Terms and Conditions. The respective relevant statutory limitation period shall apply thereto.

(b) Delivery within the meaning of (1) sentence 1 shall mean arrival at the customer of our dispatch advice/advice that goods are ready for collection or – if so agreed – handover of the goods to the transporting entity. If the parties have agreed that the goods have to undergo an acceptance procedure, the limitation period begins on acceptance.

(c) If the goods consist of a building or of an object which, in being used for its usual purpose, has been incorporated in a building and has caused the building to be defective (building materials and components), the limitation period will be five (5) years from delivery as provided for by statute (§ 438 (1) no. 2 a or b German Civil Code). This does not affect the statutory provisions regarding third-party claims for release of goods (§ 438 (1) no. 1 German Civil Code), malicious failure to disclose a defect on our part (§ 438 (3) German Civil Code) or for recourse claims against the supplier where goods have been supplied to a consumer (§ 479 German Civil Code).

(b) Without prejudice to our rights and those of our representatives, employees, staff and other vicarious agents.

- under statutory requirements (realisation) we have the right to demand
- to collect such claims ourselves. However, we will not collect such claims – for quality defects and defects in title shall be one year from delivery; does not apply to the scenarios set out in VI. (b), (c) and (d) of these General Terms and Conditions. The respective relevant statutory limitation period shall apply thereto.

IX. Severability Clause

(a) Should individual contractual terms be or become invalid in whole or in part the rest of the contract shall remain valid; this also applies in the event that there is a lacuna. The provision which is invalid in whole or in part or the lacuna to be filled shall be remedied by an appropriate provision which in its meaning and purpose, as far as legally possible, reflects what the contractual parties would have wanted had they considered this point at the time.

(b) This agreement shall be subject to the laws of the Federal Republic of Germany. The place of arbitration is Lübeck. There shall be three arbitrators. The language of the arbitration proceedings shall be English.

Date: August 2018