



General Terms and Conditions

Art. 1 General, scope

1. These terms and conditions (hereafter referred to as "Terms") apply to all of our business relationships with our customers (hereafter also referred to as "Purchaser"). These Terms shall only apply to Purchasers with the status of an entrepreneur (in accordance with Art. 14 (§ 14) of the German Civil Code, hereafter referred to as BGB), a legal entity under public law, or a special fund under public law.
2. These Terms are governed by German law and shall be interpreted in accordance with German jurisprudence. There is a German and an English copy of the Terms. In case of discrepancies between the German and the English versions, the German version shall take precedence.
3. These Terms apply specifically to contracts for the sale and/or supply of material goods (hereafter referred to as "goods"), irrespective of whether we produce the goods or purchase them from suppliers (§§ 433, 651 BGB). These Terms apply in their current version as a framework agreement for future contracts for the sale and/or delivery of material goods with the same Purchaser, without us having to refer to them again in each individual case.
4. Our Terms apply exclusively. Differing, conflicting or additional terms and conditions of the Purchaser shall only become part of the contract, in the event that we expressly agree to their validity. This requirement applies in every case, even if we deliver goods to the Purchaser without reservation, with full knowledge of the Purchaser's terms and conditions.
5. In individual cases, Individual agreements with the Purchaser (including collateral agreements, supplements and amendments) in any case take precedence over these Terms. The content of such agreements must be framed in a written agreement or by our written confirmation.
6. Legally relevant declarations and notifications, which the Purchaser should submit to us following the conclusion of the contract (e.g. specifying deadlines, identifying defects, notice of cancellation or reduction) shall only be valid when submitted in writing. The written form may not be replaced by any type of electronic form.

Art. 2 Conclusion of the contract

1. Our offers are not-binding and without obligation. This also applies if we provide the Purchaser with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), and other product descriptions or documents -- including in electronic format -- of which we retain ownership and copyright. These documents may only be made accessible to third parties with our prior consent. Care has been taken to accurately represent any technical data they contain (including weights and dimensions); however we assume no liability for errors. The same applies to all the data contained in our sales materials.
2. Orders are legally binding only upon written confirmation. This applies in particular to orders placed during external appointments with our executives, sales representatives, agents or third-party companies.

Art. 3 Delivery time, delivery delays

1. The delivery times and changes to same shall be individually agreed upon or specified by us upon acceptance of the order. If in the event that a delivery period is not individually agreed upon, the delivery time is 10 weeks.
2. Unless otherwise agreed, delivery is ex works.
3. If shipment of the goods has been agreed upon, delivery times and dates refer to the time of delivery to the carrier, freight forwarder or other third parties responsible for the transport. This does not apply in cases requiring acceptance or for which an installation requirement has been agreed upon. For deliveries, transport insurance can be concluded at the Purchaser's request and cost.
4. Delivery periods shall commence, unless otherwise agreed, on the date of the order confirmation, but not before the timely and proper fulfillment of the obligations of the Purchaser. Specifically, not before the provision by the Purchaser of the any required documents, permits, approvals and the agreed-upon deposit.
5. We are not liable for failed deliveries or for delays in delivery due to force majeure or other events unforeseeable at the time the contract was concluded (e.g. plant malfunctions of any kind, unavoidable shortage of raw materials such as materials or energy supplies, labor disputes, strikes, lockouts, shortage of workers, difficulties in obtaining necessary official approvals, official waivers, as well as non-delivery, incorrect, or delayed delivery from suppliers.) In the event that such factors significantly complicate or prevent delivery or service and the hindrance is not of a temporary nature, we reserve the right to withdraw from the contract. In the event of a withdrawal from the contract, we will refund any payment made by the Purchaser immediately.
6. For temporary hindrances, the delivery or performance deadlines shall be extended or postponed for the duration of the period of the hindrance plus a reasonable ramp-up period.
7. In the event that the Purchaser cannot, as a result of the delay, be expected to accept the delivery or services, the Purchaser may withdraw from the contract upon immediate written notice.
8. This shall in no way affect our statutory right to cancellation and termination or the statutory provisions relating to settlement of the contract to the exclusion of liability (e.g., impossibility or unreasonableness of performance and/or fulfillment). Should we default on a delivery or service or be unable, for whatever reason, to provide a good or service, our liability for damages shall be limited in accordance with Art. 10 of these Terms.
9. For on-call purchases, we are entitled to rescind the contract if the Purchaser fails to

exercise the right to purchase the goods on call within a six-month period following the conclusion of the contract.

10. A default of delivery shall be governed by the applicable statutory provisions. In any case, a reminder from the Purchaser is required.

Art. 4 Delivery, transfer of risk, default of acceptance

1. Delivery is ex works (fulfillment location). In this case, risk is transferred (accidental deterioration, destruction) upon delivery to the Purchaser.
2. At the request and expense of the Purchaser, the goods may be shipped to another destination (sale and delivery). Unless otherwise agreed, we reserve the right to determine the mode and means of shipment (specifically, the transport company, shipping route, and packaging). In this case, risk is transferred (random deterioration, destruction) upon delivery of the goods to the forwarding agent, carrier or other third party designated to carry out the delivery.
3. If the Purchaser is in default of acceptance, fails to assist, or should our delivery be delayed for any other reason attributable to the Purchaser, we are entitled to compensation for the resulting damage, including additional expenses (e.g. storage costs).

Art. 5 Installation obligation, planning services

1. If installation of the goods is agreed upon, in addition to their purchase and delivery, such installation shall be considered a service subordinate to the purchase, such that sales law applies overall.
2. When installation is agreed upon, to the extent not otherwise specified, an acceptance shall take place. The acceptance shall be achieved via a leakage test and/or bubble test, as well as a written record.
3. If, in addition to purchase and delivery, planning services are ordered, such services shall be considered an ancillary service and not as a main order, such that sales law applies overall.

Art. 6 Custom goods

1. Subject to special agreement, custom products, such as aeration systems and lifting frames may be manufactured.
2. To the extent that such a special order was agreed upon, sales law shall apply. In this case, an acceptance procedure is agreed upon.

Art. 7 Prices, payments

1. The payment fulfillment location is our registered office. Unless otherwise agreed, the prices specified in the order confirmations shall apply ex works, including loading within the plant but excluding packaging, freight, transfer, insurance, customs duties and any accrued applicable statutory sales tax.
2. In case of a purchase including delivery, the Purchaser shall bear the cost of transport from the factory as well as the cost of transport insurance, if requested by the Purchaser. Any duties, fees, taxes and other official fees shall be paid by the Purchaser. We do not take back any shipping or other packaging; it shall become the property of the Purchaser. Pallets are an exception.
3. Unless otherwise agreed, the purchase price shall be due for payment within 10 days from the date of invoice and delivery or acceptance of the goods.
4. When installation has been agreed upon, we reserve the right under § 632a BGB to partial payments for the phases of installation.
5. The Purchaser's right to withhold or offset payments against counterclaims applies only insofar as the counterclaims are undisputed or legally binding. Furthermore, the customer may only exercise the right of retention if his counterclaim concerns the same contractual relationship to which the claim applies. Purchasers shall have no partial right of retention under § 320 paragraph 2 BGB.

Art. 8 Retention of title

1. Until full payment of all our claims under the purchase agreement and an ongoing business relationship (secured claims) is established, we retain title of the goods sold (reserved goods).
2. Breach of contract by the Purchaser, particularly if the Purchaser is in default with regard to payment of an monetary claim, we are entitled to take possession the reserved goods in the event that the Purchaser fails to make payment within a reasonable period specified by us or within a period specified by law. The Purchaser shall bear the cost incurred for return shipping. If we take possession of the reserved goods, this signifies a withdrawal from the contract. Furthermore, if we impose a lien on the reserved goods, this signifies a withdrawal from the contract. We reserve the right to recycle/reuse repossessed reserved goods. The proceeds from the recycling/reuse of the goods shall be deducted from the amount payable by the Purchaser, less reasonable deductions for the cost of recycling/reuse.
3. The Purchaser is entitled to resell the goods subject to retention of title in the ordinary course of business as long as he is not in default. Title of the goods subject to retention of title may not be transferred to a third party as collateral or security prior to payment in full of the secured claim.
4. The monetary claims of the Purchaser against his customers arising from the resale of the reserved goods as well as the claims of the Purchaser of the reserved goods, arising for any other legal reason against his customers or third parties (in particular claims resulting from

unlawful acts and insurance claims) is hereby assigned by the Purchaser in advance to us as security. We accept this assignment. The Purchaser shall be permitted to collect these receivables assigned to us on his account in his own name for us as long as we do not revoke this authorization. Our right to collect such receivables ourselves shall not be affected. However, we shall not ourselves assert these claims, nor withdraw authorization for the Purchaser to receive such claims as long as the Purchaser meets his payment obligations. If, however, the Purchaser is in contravention of this contract - particularly, should his payment of a claim fall into default - we may demand from the Purchaser information regarding assigned claims and the respective debtors, that the Purchaser inform the respective debtors of the assignment and provide us with all of the relevant documents and information we need in order to assert the claim. The Purchaser may not assign these claims in order to have them collected by way of factoring, unless he commits the factor irrevocably to transfer all proceeds to us for as long as we hold claims against the Purchaser.

5. Any processing or transformation of the goods by the Purchaser is always done on our behalf. If the reserved goods are processed together with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods (final invoice amount plus any accrued legally valid value added tax) to the other processed items at the time of processing. Otherwise, the same conditions apply to the new item created by processing as for the reserved goods. If the reserved goods are inseparably combined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods (final invoice amount plus any accrued legally valid value added tax) to the other items to which they are combined or mixed at the time of combination or mixture. If the reserved goods are combined or mixed in such a way that the Purchaser's item is regarded as the main item, the Purchaser and we agree effective immediately that the Purchaser shall transfer a proportionate co-ownership of the item to us. We accept this partial transfer of ownership. The resulting sole or joint owned item shall be stored for us by the Purchaser at no charge.

6. In case of seizure of the goods by third parties or other interventions by third parties, the Purchaser must indicate our ownership and must notify us immediately in writing so that we can enforce our property rights. If the third party is unable to reimburse the costs incurred by us in this regard, the Purchaser shall assume liability for all judicial or extrajudicial costs.

7. If the Purchaser so request, we are obliged to release the securities due to us insofar as their value exceeds the value of our outstanding claims against the Purchaser by more than 10%. In this case, we may select which securities shall be released.

§ 9 Purchaser's claims for defects

1. The statutory regulations apply for the rights of the Purchaser in the event of material defects or defects of title (including incorrect or deficient delivery, as well as incorrect assembly or faulty assembly instructions) if not specified otherwise below.

2. To the extent that qualities of workmanship are no agreed upon, they shall be evaluated in accordance with statutory guidelines to determine whether a defect is present or not (§ 434, paragraph 1, clauses 2 and 3, BGB). However, we assume no liability for public statements made by third parties (e.g. advertising statements).

3. The warranty claims of the Purchaser assume that he has complied with his statutory inspection and notification requirements (§ § 377, 381 German Commercial Code (HGB)). If, during the inspection or afterward a defect is found, we must be notified immediately, in writing, of the defect. A report of the defect is considered immediate if submitted within eight working days, the deadline is considered fulfilled as long as the notification is sent within this period. Irrespective of this obligation for inspection and reporting of defects, the Purchaser must report obvious defects (including incorrect and incomplete deliveries) in writing immediately - here too, the deadline is considered fulfilled as long as the notification is sent within the eight-workday period. Should the Purchaser fail to properly inspect and/or report defects, we shall assume no liability for the reported deficiency.

4. If the delivered item is defective, we have the option of either remedying the defect (rectification) or by delivery of non-defective goods (replacement). Our right to refuse the chosen type of remedy subject to statutory conditions remains unaffected.

5. We reserve the right to make the subsequent remedy contingent upon the Purchaser paying the purchase price due. However, the Purchaser is entitled to retain a reasonable portion of the purchase price in proportion to the defect.

6. The Purchaser must afford us the necessary time and opportunity to make the remedy we are obligated to make, in particular the Purchaser must return the defective goods for testing purposes. In case of replacement, the Purchaser shall return the defective item in accordance with the statutory provisions. The remedy shall include neither disassembly of the defective goods, nor reinstallation if we were not originally contracted for installation.

7. We shall bear the expenses incurred for the purpose of testing and the subsequent remedy - in particular transport, travel, labor and material costs (not disassembly and reinstallation costs) in cases of valid defects. However, if the Purchaser's claim of a defect proved to be unjustified, we may demand compensation from the Purchaser for the related expenses. Replaced parts become our property and must be returned to us. Other costs due to remedy of defects, such as damage due to down-times will be borne by us only in accordance with Art. 10.

8. Should the remedy fail or should we fail to remedy defects within a reasonable period set by the Purchaser, or such a deadline becomes legally superfluous pursuant to the provisions of the law, the customer may cancel the purchase agreement or reduce the purchase price. In the case of minor defects, however, there is no right of withdrawal.

9. The Purchaser's claims for damages or compensation for wasted expenses shall only apply in accordance with Art. 10 of these Terms and shall otherwise be excluded.

Art. 10 Liability agreement

1. To the extent provided in these Terms and otherwise, we are liable for a breach of contractual and non-contractual obligations under the relevant statutory provisions.

2. We are liable for compensation - for whatever legal reason - in case of intent and gross negligence.

3. In cases of simple negligence, we shall only be liable for damages arising from injury to life, body or health and for damages resulting from the breach of an essential contractual obligation (obligation whose fulfillment enables the proper execution of the contract and on whose compliance the party to the contract relies and may trust), in which case our liability is limited to the replacement of the foreseeable, typically occurring damage.

4. The limitations of liability pursuant to paragraph 2 do not apply in the event that we maliciously concealed a defect or have offered a guarantee for the quality of the goods. The same applies to claims of the Purchaser in accordance with the Product Liability Act.

5. A breach of duty, which does not consist of a defect, shall be grounds for the Purchaser to rescind or terminate the contract if we are responsible for the breach of duty. A right of termination of the Purchaser (specifically, in accordance with § § 651, 649 BGB) is excluded. In all other cases, the provisions of the law shall apply.

6. Insofar as our liability is excluded or limited, this applies to the same extent for the benefit of our organizations, legal representatives, employees and other fulfillment agents.

Art. 11 Limitation of the liability period

1. Notwithstanding § 438, paragraph 1, no. 3, BGB, the general limitation period for claims arising from material and legal defects is one year from the date of delivery. If acceptance has been agreed upon, the period of limitation begins as of the acceptance.

2. This does not affect special statutory provisions for collateral rights of third parties (§ 438 paragraph 1, no. 1, BGB), and cases of bad faith by the seller (§ 438, paragraph 3, BGB).

3. The above period of limitation of liability in accordance with sales law also applies to contractual and non-contractual claims for damages of the Purchaser, based on a defect in the goods, except when the regular statute of limitations (§ § 195, 199 BGB) would result in a particular case in a shorter period. The limitation of the Product Liability Act shall remain unaffected in any case. Otherwise, the statute of limitations applies exclusively to claims for damages by the Purchaser.

Art. 12 Miscellaneous

1. If any provision of these Terms or a provision added later should be found to be invalid in whole or in part, or should a gap be found in these Terms, the validity of the remaining provisions shall not be affected and thus § 139 BGB waived altogether. In place of the invalid provision or to fill the gap, a valid and enforceable provision must be agreed-upon which legally and economically comes closest to what the parties intended or which best fulfills the intent and purpose of the contract had they considered the point on conclusion of the contract. In the event that the invalidity of a provision is based on a fixed criteria of performance or time (deadline or date), a provision shall be agreed upon specifying a legally permissible criterion closest to the original criterion as possible.

2. If the Purchaser is a merchant according to the German Commercial Code (HGB), a legal entity under public law or a public special fund, the exclusive place of jurisdiction - international as well - for all disputes arising directly or indirectly arising from the contractual relationship is our registered office in Adelsdorf. However, we are also entitled to file suit within the general jurisdiction of the Purchaser.