GENERAL TERMS AND CONDITIONS OF SALE (GTC) (10/2012)

1. General
1.1 Our terms and conditions of sale apply exclusively to all of our provision of goods, services and offers, and including those made in the future.

2. Performance of delivery
2.1 We reserve the right to make delivery and performance of services only upon receipt of settlement, if not stated otherwise.

3. Price
3.1 Provided not set out otherwise in the confirmation of order, prices are quoted in Euros “ex works” exclusive of packaging. Packaging and other additional and special services will be calculated separately.

4. Payment
4.1 The delivery date and period of payment are only approximate unless a fixed period has been agreed or agreed to be varied by the purchaser. Invoices are due payable 30 days after the date thereof unless the otherwise provided for in the confirmation of order. The receipt of payment is the date of payment.

5. Warranty
5.1 We grant an early payment discount of 2 % on prepayments, payments made COD and payments made within 10 days of the date of the invoice. We reserve the right to change our prices correspondingly where costs reductions or increases arise after the contract is formed, in particular due to collective agreements or increases in raw materials costs. These will be proven to the purchaser at its request.

6. Statutory risk of ownership
6.1 We shall be entitled to demand that the goods subject to reservation of title be returned to us; the purchaser is obliged to effect such return.

7. Set-off
7.1 The purchaser may only exercise set-off rights where its counterclaims are determined by the courts to be legally binding and/or these are due. In the event of default interest shall be calculated there once our commission processing has been completed. Where two remedies of the defect have been unsuccessful the purchaser is entitled to withdraw from the contract (Nacherfüllung). Where two remedies of the defect have been unsuccessful the purchaser is entitled to withdraw from the contract (Nacherfüllung). Where two remedies of the defect have been unsuccessful the purchaser is entitled to withdraw from the contract (Nacherfüllung). Where two remedies of the defect have been unsuccessful the purchaser is entitled to withdraw from the contract (Nacherfüllung). Where two remedies of the defect have been unsuccessful the purchaser is entitled to withdraw from the contract (Nacherfüllung).

8. Relegation
8.1 Regardless of whether any other payment terms are contained by the purchaser all payments shall be applied first toward interest and costs and then toward the respective debtor claims. We will inform the purchaser of the specific application of payments that has taken place immediately.

9. Set-off
9.1 In the event of default of payment, the maximum credit limit in the order. This also applies to primary claims, unless exclude that the purchase price concessions made to the purchaser may exceed the reasonable costs of realization.

10. Liability
10.1 Our liability for damage to the components and other damages as a result of defects is governed by section 12. The information contained in the offer and the confirmation of order does not amount to a warranty of fitness (Beschaffenheitsgarantie) in the sense of section 377 BGB. The rights of the customer to assert warranties for defects are conditional upon the customer carefully inspecting our goods and services immediately upon delivery or performance. A legal claim for breach of the warranty is limited to the damages pursuant to section 13.1.

11. Compliance
11.1 These general terms and conditions of sale and the legal relationship between the seller and the purchaser are governed by the laws of the Federal Republic of Germany.

12. Data protection
12.1 Our liability for damage to the components and other damages as a result of defects is governed by section 12. The information contained in the offer and the confirmation of order does not amount to a warranty of fitness (Beschaffenheitsgarantie) in the sense of section 377 BGB. The rights of the customer to assert warranties for defects are conditional upon the customer carefully inspecting our goods and services immediately upon delivery or performance. A legal claim for breach of the warranty is limited to the damages pursuant to section 13.1.