

General Terms and Conditions of Sale (Abroad)

§ 1 General

These general terms and conditions of sale apply to all contracts with the buyer even if, subsequently, they are not expressly confirmed. We herewith expressly gainsay any of the buyer's conditions of sale differing from ours.

§ 2 Offers and conclusion of contract

- Our offers are made without engagement. Contracts shall not be valid until we confirm the order in writing or deliver the goods. Where confirmed orders are not queried by the buyer within a week of their receipt, the contents of the confirmed order shall be deemed to have been agreed.
- Additions and alterations to the contract must be made in writing.
- We shall be entitled to make technical alterations in construction and in materials, provided these do not adversely affect the practical use of the goods.

§ 3 Prices and payment

- Unless otherwise agreed, the prices applicable are those valid on the date of delivery. In the case of differential prices, the price applicable shall be that for the quantity purchased. Failing agreement to the contrary, all prices shall be ex-works and exclusive of transport costs. If more than four months elapse between the date the contract is made and the date of delivery and if the delay in delivery is due to circumstances beyond our control, we may raise the agreed price to cover increases in wages, materials and other costs incurred by us.
- If after the contract has been made we learn of circumstances that justify us to doubt the buyer's solvency, we shall be entitled to make delivery dependent on the buyer paying on a cash in advance basis, and, if payment is not made within an appropriate period of time to be determined by us, we shall be entitled to withdraw from the contract.
- The buyer may only offset undisputed or legally enforceable counter-claims. He shall solely be entitled to exercise his right to withhold payment inasmuch as his counter-claims are founded on the same contractual basis.

§ 4 Delivery and delivery times

- Delivery shall be made in accordance with the international regulations governing the interpretation of commercial terms (INCOTERMS) issued by the International Chamber of Commerce in the version valid at the time the contract is made.
- Delivery periods shall begin on the date of confirmation of an order but not before the buyer has fulfilled his contractual obligations and made any down payment which may have been agreed. Our obligation to deliver shall be suspended for as long as the buyer fails to meet his contractual obligations in time. The delivery period shall be deemed to have been complied with if, by the date on which it expires, the goods have left the warehouse or we have given notification that we are ready to dispatch them. Extensions to deadlines must be notified to us in writing. They shall only be deemed appropriate if they amount to at least four weeks from the date we receive notification of the extension.
- Risk shall be transferred to the buyer with the dispatch of the goods even if we bear the transport costs. Should the dispatch be delayed through no fault of ours, the risk shall be transferred to the buyer as soon as we have notified him of our readiness to dispatch. In such cases we will arrange insurance in accordance with the buyer's wishes and at his expense.
- Delays in delivery that are caused by the carrier shall not form grounds for claims for damages against us unless we are charged with intention or gross negligence. We will transfer any claims for damages against the carrier to the buyer. It is in the buyer's own interests to inform the carrier of any damage incurred during transport.
- We shall be entitled to make part deliveries.

§ 5 Force majeure

- If delivery of the goods is prevented by an act of God or by other exceptional circumstances, the agreed delivery date shall be extended for as long as this frustration of purpose persists; the same shall apply to deadlines and extensions of deadlines set by the buyer. Frustration of purpose shall not entitle the buyer to withdraw from the contract nor entitle him to damages. Should the frustration of purpose endure for more than two (2) months, both the buyer and we may withdraw from the contract, provided that at this time the contract has still not been fulfilled.
- Force majeure include, in particular, war, warlike circumstances, mobilization, import and export bans and blockades. Other exceptional circumstances include, in particular, impediments to transportation, business interruptions, problems in the supply of raw materials, strikes, lock-outs and other industrial disputes; these shall also apply if they affect our suppliers.

§ 6 Reservation of title

- Goods supplied by us shall remain our property until all claims arising from the business deal have been met.
- If the buyer acts contrary to the terms of the contract and especially if payment is delayed, we shall be entitled to take the goods back and to dispose of them without thereby constituting a withdrawal from the contract.

3. The buyer shall be entitled to dispose of the goods in the normal course of business provided he has not fallen behind in payments. He shall assign to us all claims that arise from the disposal; this shall also apply to goods sold after processing.

- If the goods under reservation are processed or linked to other objects, we shall acquire ownership of the new object in accordance with the relative market value of the goods under reservation proportional to the value of the other processed articles.
- At our request, the buyer must produce all information and all documentation necessary for the assertion of the assigned claims and allow us to examine the same. In addition, the buyer must inform his customer of the assignment.
- The buyer shall insure the goods under reservation to their full new value and at his own expense, and produce appropriate evidence of this on request.
- The buyer shall not be entitled to use our goods or claims assigned to us, either as a pledge or as security. He must inform us at once of any seizure of our goods or of assigned claims.
- In the event that, under law, we shall effectively be unable to reserve ownership of the goods to ourselves on delivery, numbers 1 – 7 shall apply as appropriate. In particular, in the case of delay in payment the buyer must return the goods to us at our request assign ownership of them back to us and transfer to us any entitlement arising from the subsequent sale of the goods.

§ 7 Defects and deficiencies

- Defects and deficiencies are deemed to be all discrepancies from the contractual agreements pertaining to the delivery, including the supply of wrong goods and incorrect quantities.
- The buyer must examine the goods and report any identifiable defects within eight days of receipt of the goods. He must report in writing any other defects as soon as he discovers them. At our discretion, the defects will be rectified either by repair or by replacement. The buyer may assert further rights only if the legal regulations governing the contract provide for such action; in the case of claims for damages, § 9 shall also apply. The buyer shall not be entitled to derive any rights from deficiencies not reported in accordance with the agreement.
- The buyer may not use or return to us without our agreement any goods that are the subject of a complaint or that are apparently deficient; otherwise, any damages and additional costs will be charged to him.
- A period stipulated by the buyer for rectification of a defect shall not be appropriate if it is less than four weeks. The stipulation of every such period must be made in writing.
- The buyer's entire rights in respect of deficiencies shall be limited to one year. This does not apply to intention or gross negligence, nor does it apply to claims for damages on account of injury to life, body or health.

§ 8 Liability

- We shall be liable in accordance with the legal regulations for intentional or grossly negligent breaches of duty as well as for damages arising from injury to life, body or health. Over and beyond this, we shall be liable only if the breach of contractual duty is essential in achieving the object of the contract, and our liability shall be limited to the amount of damage typically foreseeable.
- These limits of liability shall apply, as appropriate, to claims other than contractual claims for damages and shall also be to the benefit of our employees and agents of vicarious liability.

§ 9 Place of performance and place of jurisdiction

The place of performance and place of jurisdiction for all claims arising from this contractual relationship is Ibbenbüren. However, we shall also be entitled to take proceedings against the buyer in his place of residence or place of business.

§ 10 Applicable law

The contract is subject to German law.