

## General conditions of sale

### §1 Place of Performance, Delivery and Receipt

1. Place of performance for all aspects of the delivery contract is the place of the trading establishment of the Seller.
2. The delivery of the goods occurs ex works (Germany). The Buyer bears the costs of shipment. The Buyer can choose the freight forwarder. The goods are to be sent without insurance. A delivery notice can be agreed upon.
3. In the case of delivery from external warehouse an additional fee for storage can be invoiced.
4. The Buyer bears costs of packaging for special packing.
5. Partial deliveries in general are permissible.
6. If due to the fault of the Buyer, receipt does not occur on time, the Seller has the option, after setting a cure period of 18 days, either to issue an invoice for the amount due, to rescind the contract or to demand damage compensation.

### §2 Choice of Forum

The choice of forum is Gummersbach, or at the option of the supplier the place of trading business of the buyer. The court first resorted to has jurisdiction.

### §3 Content of the Contract

The delivery of the goods will occur on named dates (calendar week). All sales are concluded only for particular quantities, articles, quality and set prices corresponding to the order confirmation. Both parties are bound hereby. Commission transactions are not performed. Small changes to the confirmation are permissible. A decreased or increased delivery of up to 6% has to be tolerated by the buyer.

### §4 Interruption of Delivery

1. In the case of force majeure, work disputes and other interruptions of business that are not due to fault, which last longer than a week or apparently will last longer than a week's duration, the period of delivery and the period of receipt are extended without more for the period of delay, at the longest however for 5 weeks in addition to an extended pe-

riod of delivery. The extension occurs only when the other party is given prompt notice of the reason for the delay as soon as it is foreseeable that the named period cannot be adhered to.

2. If the delivery or acceptance does not occur on a timely basis, the other contract party can rescind the contract. It must nevertheless provide written notice at least two weeks prior to exercising the right of rescission.
3. If the other contract party upon request is not informed promptly that a delivery or receipt did not occur on a timely basis and if the delay lasted longer than 5 weeks, the other contract party can rescind the contract immediately.
4. Damage compensation claims are excluded if the contract party has not fulfilled its duty under § 4(1)-(3).

### §5 Extended Period of Delivery

1. After end of the period for delivery an extended period of delivery in the amount of 18 days occurs automatically without the need for a declaration. After expiration of the extended period of delivery, rescission is deemed to have occurred under exclusion of damage compensation claims. Rescission under § 5(1), sentence 2 does not occur if the Buyer declares to the Seller during the extended period of delivery that it seeks performance of the contract. The Seller is nevertheless released from the delivery obligation if the Buyer, upon inquiry of the Seller, does not make a statement within the extended period of delivery as to whether it insists on performance of contract.
2. Transactions for fixed delivery dates are not entered into.

### §6 Notice of Defects

1. Notice of defects is to be sent to the Seller at the latest within 30 days after receipt of the goods.
2. After any processing of the delivered goods, any claim of apparent defect is excluded.
3. Minor, technically unavoidable deviations from quality, color, width, weight, outittings or of design may not be claimed as defects. This ap-

plies also to deviations customary in the trade.

4. In case of justified notice of defects the Seller has the right of repair or delivery of a replacement good free of defects within 30 days after receipt of the returned item. In this case the Seller bears the freight costs. If repair is not successful, the Buyer only has the right of refund of the purchase price according to negotiation.
5. After expiration of the period provided in § 6(4) the Buyer can only obtain reduction or refund of the purchase price.
6. The Buyer has to inform the Seller without delay of hidden defects after their discovery. The Buyer can on account of a timely notice of defect only obtain reduction or refund of the purchase price.

### §7 Payment

The buyer has to issue a prepayment of 30% of the total value of the order on receipt of the order confirmation and the Proforma invoice. The final invoice will be issued on the day of availability of the goods. The remaining 70% of the value of the order have to be paid on presentation of this final invoice before delivery.

### §8 Retention of Title

If goods are delivered without previous payment, the goods remain the property of the seller until the complete payment of all claims has been effected. The buyer is entitled to further sale or processing only in the course of ordinary business. The buyer has to assign the claim from resale with all related rights to the seller. Using the goods for a lien or as security is impermissible. The seller is to be informed immediately of any lien seizures. Taking back the goods, the seller will credit those taken back 4 months after delivery with 50% and older goods with 30% of the list price.

### §9 Applicable Law

The law of the Federal Republic of Germany applies. The Treaty of the United Nations on Contracts for the International Sale of Goods from April 11, 1980 is excluded.