



STANDARD TERMS AND CONDITIONS OF SALE AND DELIVERY

valid from december 2011

Article 1 – Effectiveness of Standard Terms and Conditions of Sale and Delivery

1. These Standard Terms and Conditions of Sale and Delivery (hereinafter referred to as the "Standard Terms and Conditions") apply to all present and all future contracts entered into with our customers ("Customers") primarily governing the supply of goods to the Customers. Any additional obligations assumed by us shall not impair the effectiveness of these Standard Terms and Conditions.
2. Any terms and conditions of the Customer which differ from or are in conflict with these Standard Terms and Conditions shall not be binding on us even if we fail to explicitly repudiate them or if we provide services to or accept services from the Customer without reservation notwithstanding the existence of conflicting or different terms and conditions of the Customer. Equally, we shall not be bound insofar as the terms and conditions of the Customer fail to comply with applicable legal provisions, regardless of the provisions contained in these Standard Terms and Conditions.
3. These Standard Terms and Conditions have been designed for use with contracts which do not fall under the special provisions for the sale of consumer goods according to Sections 478 and 479 of the German Civil Code ("BGB"). If this assumption does not hold, the Customer shall immediately inform us in writing in each individual case.
4. These Standard Terms and Conditions do not apply if the Customer is a consumer within the meaning of Section 13 of the BGB.

Article 2 – Entering into the Contract

1. Before entering into the contract, the Customer shall inform us in writing if the goods to be supplied are intended not only for customary use, or if the Customer assumes that the goods are fit for a certain purpose, or if the Customer's expectations regarding the nature of the goods are based on any public statements, advertising claims, or other circumstances beyond the actual making of the contract, or if the good will be used under extraordinary conditions or under conditions which cause a special health, safety, or environmental risk, or conditions which require a more demanding use, or if there is a risk of atypical damages or unusual amounts of damage or loss.
2. If the purchase order of the Customer differs from our suggestions or from our proposal, the Customer shall specifically highlight any such differences. The rules for contracts in electronic commerce in acc. with Section 312(e) para. 1 sentence 1 items 1 to 3 of the BGB do not apply.
3. All purchase orders, including without limitation those taken by our employees, shall become effective only if confirmed by us in writing. The written order acknowledgement may also be included in the document that also serves as delivery note. Actual delivery of the ordered goods, any other actions, or silence shall not justify the Customer's reliance on the actual conclusion of the contract.
4. Our written order acknowledgement defines the scope of the entire contract and causes a contract to be validly concluded even if such order acknowledgement, apart from being compliant with regard to the manner of the goods, the price and the quantity, does not comply with the Customer's declarations in every respect, including with regard to the exclusive effectiveness of the present Standard Terms and Conditions. Special requests made by the Customer shall in any event require our express written confirmation, including requests concerning expectations the Customer may have with regard to the use and nature of the goods or concerning warranties or other representations with regard to the goods or the execution of the contract. The contract fails to be concluded only if the Customer notifies us in writing that our order acknowledgement does not meet the declarations of the Customer in every respect, listing the relevant differences in writing, and provided that we receive such notification not later than seven (7) calendar days after the Customer has received the written order acknowledgement.
5. Our employees and our sales representatives and other sales agents are not entitled to waive the requirement for our written order acknowledgement or to make promises which differ from the contents of such order acknowledgement or to give any warranties. Modifications or amendments of any existing contract shall require our written acknowledgement.

Article 3 – Our Obligations

1. We shall deliver the goods and transfer ownership in the goods as agreed in the written order acknowledgement. If the goods to be delivered need to be defined in greater detail, we shall draw up the specifications taking into account our own concerns as well as any recognizable and reasonable concerns on the part of the Customer. We are not under any obligation to deliver goods or services not contained in our written order acknowledgement or in these Standard Terms and Conditions; more specifically, we are not under any obligation to provide accessories not expressly specified, to install additional protective devices, to provide assembly instructions, to perform assembly work, or to provide consulting services to the Customer. In no event are we responsible for meeting obligations outside of Germany in connection with the placing on the market of the goods.
2. Our only liability from the contract entered into with the Customer is towards the Customer. Third parties not involved in the contract, including without limitation customers of the Customer, are not entitled to demand delivery or to make other contractual claims against us. The Customer continues to be responsible for receipt of the goods even if the Customer has assigned claims to third parties. The Customer shall hold harmless and indemnify us against all claims made against us by third parties arising out of the contract with the Customer.
3. We shall deliver goods of average kind and quality subject to the provisions in Article 2 para. 1 and Article 2 para. 4 herein above and taking into account customary tolerances with regard to kind, quantity, quality, and packaging. If the ordered goods cannot be delivered in the condition offered at the time of entry into the contract because serial production has undergone technical improvements, we are entitled to deliver an improved version. In addition, we are entitled to dispatch and invoice part shipments.
4. We shall make the goods available for collection by the Customer at the delivery time agreed in the written order acknowledgement and at the delivery address specified in the written order acknowledgement or, where no such delivery address has been specified, at our principle place of business in Schloss Holte-Stukenbrock/Germany. We are not required to perform an outbound examination of the goods, to sort out goods prior to despatch, to mark and/or label the goods, or to notify the Customer of the availability of the goods. We are under no obligation to organise the transport of the goods or to take out insurance for the goods. The Customer is responsible for the transportation costs. If any of the provisions contained in INCOTERMS Groups F, C or D or any clauses such as "FOB ..." or similar clauses are agreed, this shall result merely in different transport arrangements or different transportation costs; in all other respects, the provisions laid down in the present Terms and Conditions shall prevail.
5. Delivery periods and/or delivery deadlines will be met only if the Customer has provided documents, permits, or clearance certificates for which the Customer is responsible in a timely manner and provided further that the Customer has duly made all down payments as agreed and has met all its other obligations in due time. Notwithstanding the above, delivery periods shall commence on the date of our written order acknowledgement. We may deliver before the agreed time.
6. We may perform duties under the contract after the agreed deadline if we notify the Customer of the non-compliance with the deadline and specify the period for subsequent performance. Subject to such notification, we are entitled to several attempts at remedy. The Customer shall be granted a reasonable period of time in which to reject subsequent performance if such subsequent performance would be unreasonable for the Customer. To the extent we are liable for damages under the provisions of Article 7 herein below, we shall reimburse the Customer for any additional costs which the Customer can prove were necessary.
7. Regardless of whether transportation is carried out by us, by the Customer, or by third parties, the risk with regard to price and performance passes to the Customer as soon as loading has started or as soon as the Customer is defaulting on its duty to take delivery, including in cases where the goods are not clearly marked. The Customer is responsible for the loading of the goods. If any of the provisions contained in INCOTERMS Groups F, C or D or any clauses such as "FOB ..." or



- similar clauses are agreed, this shall result merely in different transport arrangements or different transportation costs; in all other respects, the provisions laid down in the present Terms and Conditions shall prevail.
- At the request of the Customer we shall take out a transport insurance policy for the shipment the costs of which policy are borne by the Customer.
 - We are under no obligation to provide or obtain any certificates or documents not expressly agreed upon. Neither are we obliged to provide or obtain licenses, approvals, and/or other documents required for export, transit, or import. On request of the Customer, we shall support the Customer at its own risk and cost.
 - We are not responsible for payment of duties or taxes incurred outside of Germany or for compliance with provisions or obligations related to the goods outside of Germany.
 - The goods are packaged and transported in the usual manner. We are under no obligation to accept returns of goods from the Customer and/or transport and packaging materials returned by the Customer or by third parties on the basis of waste legislation with the exception of EURO pallets and EURO skeleton boxes. The Customer is responsible for disposal of the packaging at its own expense.
 - Without prejudice to any other legal rights we may have, we shall be entitled to plead anticipatory breach in accordance with Section 321 of the BGB to the extent that from our viewpoint there is a risk that the Customer will fail to meet its obligations under the contract in whole or in part. More specifically, we shall be entitled to plead anticipatory breach if the Customer performs its obligations towards ourselves or towards third parties inadequately or pays slowly or if the limit set by a credit insurer has been exceeded or will be exceeded as a result of the imminent delivery. Instead of entering a plea we are entitled to make shipment of future deliveries already confirmed contingent on prepayment by the customer. We are under no obligation to continue performance if actions performed by the Customer in order to avoid the plea do not provide sufficient security or may be voidable.

Article 4 – Purchase Price, Payment, Acceptance of Goods, Returns

- Notwithstanding other obligations the Customer may have with regard to securing or preparing payments, the Customer shall pay the purchase price on or before the date mentioned in the written order acknowledgement or, where the purchase price is not mentioned in the order acknowledgement, upon receipt of the invoice. If the Customer defaults on payment, we are entitled to charge interest in the amount of 8 percentage points above the base interest rate of the Deutsche Bundesbank. If the damage incurred by us is greater, we are entitled to recover such damage. The deadline for payment becomes invalid and any outstanding payments become due immediately, if the customers of the Customer pay for goods delivered by us that are subject to reservation of ownership (Article 8, para. 5), or if a petition for the opening of insolvency proceedings against the assets of the Customer has been filed, if the Customer without a justifiable reason fails to meet material obligations it may have towards us or towards third parties, or if the Customer has provided inaccurate details concerning its credit standing, or if the coverage undertaken by a credit insurer is reduced for reasons beyond our control.
- On payment of the agreed purchase price, the performance for which we are responsible shall be deemed to have been settled except for packaging and freight. VAT at the statutory rate is calculated separately and shall be paid by the Customer in addition to the purchase price. The Customer warrants that all conditions required for VAT handling of the deliverables are met and all and any related documentation is provided. In the event that we have to pay VAT due in Germany or abroad, the Customer shall hold harmless and indemnify us without limitation and without prejudice to other remedies we may have, waiving additional conditions or other pleas, including but not limited to the plea of the statute of limitations.
- Except as otherwise agreed, we shall allow a 2% discount for payment within ten (10) days.
- Payments shall be made in EURO free of any costs and charges. A payment shall be considered made in good time as soon as the relevant amount has been credited to our bank account without reservation. Our employees and our sales representatives and other sales agents are not entitled to accept payments.

- Notwithstanding the jurisdiction of any court, we are entitled, at our sole discretion, to set off incoming payments against claims which at the time of payment exist against the Customer by virtue of our own rights or assigned rights.
- Any legal rights the Customer may have to offsetting against our claims are excluded unless the Customer makes such corresponding claim in the Customer's own right and provided that such claim has either been determined in a court of law or is due and undisputed. Section 215 of the BGB shall not apply.
- Any legal rights the Customer may have with regard to retention of the payment or acceptance of the goods or the filing of pleas or counter-claims are excluded unless we have violated any material obligation due under the same contract notwithstanding written notice by the Customer and unless we have failed to offer adequate security. Section 215 of the BGB shall not apply.
- The Customer shall take delivery of the goods at the date of delivery – without invoking an extension of time – and at the delivery address mentioned in our written order acknowledgement or, if no such delivery address has been provided, at our principle place of business in Schloss Holte-Stukenbrock (Germany) or our branch establishment in Wittenberg (Germany). The Customer may refuse acceptance of the goods only if the Customer cancels the contract in accordance with the provisions in Article 6 para. 1 herein above.
- Goods may be returned only with our express prior consent. Made-to-order goods may not be returned under any circumstances. Unless expressly agreed otherwise, we charge 20% of the value of the goods to cover the costs incurred by us without having to provide supporting evidence. If we have incurred higher expenses as a result of reprocessing, the reprocessing costs are charged based on time and materials. We shall disassemble and recycle any items no longer covered by the warranty period and returned to us postage prepaid free of charge. In no event shall we return such goods to and/or compensate the sender.

Article 5 – Defective Goods

- Without prejudice to any statutory rights of exclusion or limitations of responsibility on our part, the goods shall be deemed to be defective in quality if the Customer provides evidence that the goods at the time of the transfer of the risk, taking into account the provisions in Article 2 para. 1 and para. 4 or Article 3 hereof, obviously differ from the type, quantity, quality, or fitness for use agreed in the written order acknowledgement or, failing such agreement, obviously differ from the condition that is customary in Schloss Holte-Stukenbrock (Germany) or clearly are not fit for the kind of use customary in Schloss Holte-Stukenbrock (Germany). Alterations in design, construction or material which reflect recent technical findings do not constitute a defect in quality.
- Without prejudice to any statutory rights of exclusion or limitations of responsibility on our part, the goods shall be deemed to be defective in title if the Customer provides evidence that the goods at the time of the transfer of the risk are not free and clear of third party rights and claims enforceable in Germany. Without prejudice to more extensive legal requirements, third party rights or claims based on commercial or intellectual property shall constitute a defect in title only if such rights are registered and have been published and are effective in Germany.
- Unless expressly provided otherwise in our written order acknowledgement, we do not warrant, among other things, that the goods are fit for any purpose other than for normal use, that the goods do not vary from the usual condition or meet more extensive expectations of the Customer or are free and clear of third party rights and claims outside of Germany. We assume no liability for defects which occur after the transfer of risk. If the Customer attempts to correct a defect itself or through a third party without our prior consent and unless such corrections are carried out properly, we shall be released from our warranty obligations.
- Warranties or representations desired by the Customers have to be specifically identified as such in the written order acknowledgement, including in case of follow-up transactions. Keyword-type descriptions, references to generally recognised standards, use of trademarks or quality marks, or presentation of prototypes or samples do not, as such, constitute any warranty or representation. Our employees and our sales representatives or other sales agents are not entitled to give warranties or representations or to furnish information relating to special types of use or to the cost-efficiency of the goods.



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5. The Customer shall inspect all and any goods delivered at the place of delivery and as soon as reasonably possible for any apparent and typical deviation from quality, quantity or otherwise and for compliance with any product laws and regulations applicable to the goods, and the Customer shall report to us any non-compliance in writing as soon as reasonably possible, precisely stating the manner and scope of the non-compliance; otherwise, the delivery shall be considered accepted. Our employees and our sales representatives or other sales agents are not entitled to accept notice of defects or to give warranties.
6. After due notice given in accordance with Article 5 para. 5 hereof the Customer shall have the remedies specified in these Standard Terms and Conditions. Except as otherwise confirmed by us in writing, the Customer shall not be entitled to make more extensive claims or non-contractual claims as a result of breach of the obligation to supply faultless goods. In the event of non-compliant notification the Customer shall be entitled to remedies only if we have fraudulently concealed the defect. Any statement given by us with regard to any defects only serves to help clarify the circumstances and does not constitute a waiver of proper notice of defects.
7. The Customer is not entitled to remedies for delivery of defective goods if the Customer is responsible for conditions of the goods or fitness for use of the goods not covered by the contract with us or if the Customer modifies the application of the relevant legal provisions to our disadvantage.
8. If the Customer is entitled to remedies for delivery of defective goods under these Standard Terms and Conditions, Customer may demand subsequent performance from us in accordance with the legal provisions within an adequate period after notification of a defect. We shall bear the expenditures incurred in subsequent performance if such expenditures do not increase as a result of relocation or change of other avoidable circumstances occurred after the Customer became aware or should have become aware of the defect and provided further that we are liable for damages in accordance with Article 7 herein below. Where there has been a total failure of subsequent performance, or if subsequent performance is impossible or cannot be carried out within a reasonable period of time, the Customer, without prejudice to other remedies specified in these Standard Terms and Conditions and subject to the legal provisions in effect from time to time, shall be entitled to reduce the price or to terminate the contract within a preclusive period of four (4) weeks after setting a deadline and giving notice of rejection. Notwithstanding any remedies available to the Customer we shall in any case be entitled to rework or replace defective goods in accordance with the provisions in Article 3 para. 6 above.
9. Any claims of the Customer for delivery of defective goods shall expire by limitation within one year from the beginning of the statutory period of limitation. Damage claims based on tort are reserved. The delivery of substitute goods or reworking does not cause a recommencement of the limitation period.

Article 6 – Rescission

1. Without prejudice to the provisions in Article 5 para. 8 above and subject to the legal provisions applicable from time to time, the Customer shall be entitled to rescind the contract if it has become impossible for us to perform our obligations, if we default on the performance of material obligations under the contract, or if we have otherwise committed a fundamental breach of contract and if we are responsible for such default or such violation or breach of contract in accordance with Article 7 para. 1 (c). Without prejudice to more extensive legal requirements, a default shall be considered to exist – including in cases of specific, calendar delivery dates – only if a separate written demand has been forwarded to us immediately after the due date, requesting us to undertake the performance within a reasonable period of time. The customer shall give notice of rescission of the contract to us in writing within a reasonable period of time after the occurrence of the event justifying such rescission.
2. Without waiving more extensive statutory rights, we shall be entitled to rescind the contract without incurring any liability if the Customer objects to the effectiveness of these Standard Terms and Conditions, if the special provisions for the sale of consumer goods under Sections 474 et seq. of the BGB are applicable; if a petition for the opening of insolvency proceedings against the assets of the Customer has been filed; if the Customer without a justifiable reason fails to meet material

obligations it may have towards us or towards third parties; if the Customer has provided inaccurate details concerning the Customer's credit standing; if the coverage undertaken by a credit insurer is reduced for reasons beyond our control; if we fail, through no fault of ours, to receive supplies ordered from our supplier; or if fulfilment of our performance obligations for other reasons is no longer possible to us by means that are reasonable taking into consideration our own interests and the justified interests of the Customer evident at the time of entry into the contract and the agreed consideration.

Article 7 – Compensation for Damages

1. Except in the event of liability under the Product Liability Act, or liability for fraudulent concealment of a defect, or liability for warranties given with regard to the nature of goods, or liability for damages resulting from injury to life, body or health caused by negligence or breach of duty, we shall be liable to pay damages for the breach of obligations under the contract with the Customer and/or from contract negotiations conducted with the Customer only subject to the following provisions on compensation for damages and without waiver of any legal requirements. The following provisions shall also apply in the event of breach of warranties and in the event of default:
 - a) Damages for delivery of defective goods are excluded if the defect is not a material defect.
 - b) The Customer shall first exercise the options of subsequent performance offered in accordance in Article 3 para. 6 hereof and/or the remedies referred to in Article 5 and Article 6 in accordance with those Articles, and may claim damages only for disadvantages incurred notwithstanding such remedies; in no event shall the Customer claim damages in lieu of other remedies.
 - c) We are liable only in the event of culpable breach of a fundamental duty (i.e. a duty the performance of which forms the basis for the proper execution of the contract and which the parties to the contract do and may rely on) and/or intentional or grossly negligent violation of other contractual obligations towards the Customer; in case of slight negligence our liability shall be limited to the proven damage suffered by the Customer, provided that the occurrence and the extent of such damage were foreseeable by us as a consequence of our breach of duty at the time of entering into the contract and that the loss event was beyond the Customer' control.
 - d) We are liable for actions by our vicarious agents only to the extent they acted with intent. In the event of grossly or slightly negligent violation of fundamental contractual duties our liability shall be restricted to contractually relevant, foreseeable damage or loss.
 - e) Notwithstanding compliance with the applicable legal provisions and the provisions laid down in these Standard Terms and Conditions, the Customer may demand compensation of damages in lieu of performance only after the Customer has additionally threatened us, within a reasonable period of time after the due date, with rejection of the performance and, if the performance fails to materialize, finally rejects the performance within a reasonable period of time after the threatened rejection.
 - f) Any damages due for violation of our contractual and/or precontractual obligations towards the Customer shall be due exclusively in accordance with these Terms and Conditions. Recourse to concurrent bases of claim, in particular of a non-contractual nature, is excluded. Equally excluded is any recourse against our organs, employees, members of staff, representatives and/or those employed by us in the performance of our obligations on grounds of breach of contractual obligations owed by us.
 - g) The above provisions referring to our liability also apply to claims of the Customer for compensation of expenses.
2. Notwithstanding any other legal or contractual rights the Customer shall indemnify us as follows:
 - a) In the event of default in payment the Customer shall reimburse reasonable costs for judicial and extra-judicial action and interest in the amount of 8 percentage points above the base interest rate of the Deutsche Bundesbank.
 - b) In the event of a delay in acceptance or a delay in collection of goods by the Customer as agreed, we shall be entitled to demand compensation for damages at the flatrate of 20% of the relevant delivery value after a reasonable extension period set by us has elapsed



without success, unless the Customer can prove that there has been no damage or significantly less damage than claimed.

3. In its transactions with its own customers, the Customer shall limit the grounds and scope of its liability for damages to the extent permitted by the law and in accordance with what is customary in the industry.
4. Section 348 of the German Commercial Code (HGB) (Penalty for Breach of Contract) shall not apply.

Article 8 – Reservation of Ownership

1. The goods delivered shall remain our property until full settlement of all claims, including without limitation our principal and subsidiary claims against the Customer falling due at a later point in time, regardless of the legal grounds of such claims. If a current account is maintained, reservation of title shall apply to the balance due from time to time.
2. While the reservation of title exists, the Customer shall at all times grant our employees access to the goods under reservation of title. The Customer shall take out insurance against theft, damage and destruction for the goods under reservation of title and shall at our request store such goods separately or fence off such goods in an appropriate manner and shall mark such goods as our property and shall take all measures required to honour such reservation of title. The Customer hereby undertakes to assign to us, by way of security, any claims arising against the insurance companies; we hereby accept such assignment.
3. While the reservation of title exists, the Customer shall notify us immediately in writing of any third parties claims to or rights in the goods under reservation of title and/or any receivables assigned to us in accordance with the provisions on reservation of title, and the Customer shall support us at no cost to us in the pursuit of our interests. If a third party acquires rights in the goods under reservation of title while the reservation of title continues to exist, any claims the Customer may have against the third party along with all rights are hereby irrevocably assigned to us as by way of security; we hereby accept such assignment.
4. The Customer shall be entitled to sell the goods under reservation of title in the ordinary course of business and only if the Customer is not in default of payment and if the payment by the customer of the Customer does not become due before the date on which the Customer has to pay the relevant price to us. The Customer shall not dispose of the goods under reservation of title in any other manner (including without limitation by assignment as security, pledging etc.). The Customer hereby agrees to fully and irrevocably transfer to us, by way of security, any claims the Customer may have against any of its customers, including any subsidiary claims, resulting from the sale of goods under reservation of title. If the Customer includes the receivables from a resale in an existing open account relationship with the Customer's buyers, the Customer shall fully and irrevocably assign to us, by way of security, the current account receivables resulting after balancing. We hereby accept the above assignments.
5. The Customer continues to be authorised to collect and hold in trust receivables on our behalf provided that the Customer is not in default of payment. The Customer is not entitled to assign such receivables to third parties. The Customer shall keep incoming payments separate and shall forward such payments to us as soon as reasonably possible and regardless of more extensive payment deadlines allowed by us until the secured receivables have been fully settled. If payment is made by way of transfer to the bank account of the Customer, the Customer hereby irrevocably assigns to us any claims the Customer has against its bank as a result hereof. In the event that the Customer receives bills of exchange in settlement of receivables from third parties, the Customer hereby irrevocably assigns to us any claims the Customer has against the bank with respect to the discounting of the bills of exchange. We hereby accept the above assignment.
6. No act of processing of the goods shall be binding upon us in our capacity as manufacturer of the goods pursuant to Section 950 of the BGB. In the event that the goods supplied by us are mixed, blended or combined with other objects in a manner that our title in the goods expires by operation of law, the Customer shall hereby assign to us its ownership or coownership rights in the new object and shall hold in trust such object on our behalf and without any cost to us.
7. If necessary, the Customer shall inquire to what extent the goods are still subject to reservation of title. We are under no obligation to quantify the extent of the reservation of title without request after a payment

has been made. In the event that the Customer holds any goods under reservation of title which have not been fully paid for yet, we shall at the request of the Customer release the goods if the invoice value of the goods exceeds the sum of outstanding receivables by more than 20% and no preferential rights to the goods exist to our benefit. The same applies if the goods under reservation of title have been replaced by claims against third parties and such claims are asserted by us on our own account. Save as provided herein we shall release securities if and insofar the market price or the securities exceeds the sum of the secured receivables by more than 50% plus VAT applicable at the time of realisation.

8. If goods under reservation of title that have not yet been fully paid are being held by the Customer and a petition for the opening of insolvency proceedings against the assets of the Customer has been filed or if the Customer without a justifiable reason fails to meet material obligations it may have towards us or towards third parties, we shall be entitled to revoke the Customer's right to ownership and demand surrender of such goods without cancellation of the contract. We shall not be entitled to demand surrender of such goods if the insolvency administrator has decided in favour of performance of the contract and the price has been paid.
9. In the event of cancellation of the agreement, including for default in payment on the part of the Customer, we shall be entitled to sell such goods by private contract and to satisfy our claims from the proceeds. Without prejudice to other rights we may have, the Customer shall reimburse us for the costs incurred in entering into the contract, in managing the contract until its termination, and in the cancellation of the contract as well as for the costs incurred in getting back the goods, and the Customer shall pay a charge for use in the amount of 2% of the goods value for every month commenced since the transfer of risk.

Article 9 – Miscellaneous

1. Neither a handwritten name signature nor an electronic signature are necessary to comply with the requirement of written form. The requirement of written form is deemed to have been met if notice is given by fax or e-mail or otherwise in text format, and the end of the declaration does not have to be specifically marked.
2. We shall process any data referring to the Customer that we receive in connection with the transaction in accordance with the German Data Protection Act (BSG).
3. The Customer shall notify us as soon as reasonably possible in writing if and when any government agency is involved or becomes active in connection with the goods. In addition, the Customer shall continue to monitor the supplied goods in the market and shall notify us as soon as reasonably possible in writing if there is a concern that the goods might put third parties at risk.
4. The Customer shall notify us of its own accord if, due to any legal provisions applicable from time to time in the jurisdiction of the Customer or in the jurisdiction where the goods are used, special obligations of registration or notification or special requirements are to be complied with or certain obligations have to be fulfilled. In addition, the Customer shall monitor the supplied goods on the market and shall notify us as soon as reasonably possible in writing if there is a concern that the goods might put third parties at risk.
5. Without waiver of more extensive rights on our part, the Customer shall hold harmless and indemnify us against all claims made against us by third parties on the grounds of product liability provisions or similar provisions, if liability is based on circumstances – such as the presentation of the product – which have been caused by the Customer or third parties without our express written consent. In particular, such indemnification shall also include compensation for expenses incurred by us and shall be granted by the Customer waiving more extensive conditions or other objections, in particular without requiring compliance with any duty of monitoring or recall, and waiving any defence of limitation.
6. We retain all rights of ownership, copyrights, and other intellectual property rights and rights from know-how to any illustrations, drawings, calculations or other documents or software provided by us in physical or electronic form. Such materials must not be disclosed to third parties and may be used only in the performance of the relevant purchase order. The above shall apply particularly to written documents that are marked as "confidential". The Customer shall not disclose said materials to third parties except with our express consent.



7. Without prejudice to more extensive statutory provisions, the suspension of the statute of limitations shall also end if the negotiations triggering such suspension are not continued for more than four weeks. The renewed commencement of the statute of limitations period for the Customer's claims shall require our express written confirmation in each case.

Article 10 – General Provisions

1. Schloss Holte-Stukenbrock is the place of performance and place of payment for all obligations arising out of any legal transactions between us and the Customer. The above also applies if we perform services for the Customer at a different place or in case of reversed transactions. If any of the provisions contained in INCOTERMS Groups F, C or D or any clauses such as "FOB ..." or similar clauses are agreed, this shall result merely in different transport arrangements or different transportation costs; in all other respects, the provisions laid down in the present Terms and Conditions shall prevail.
2. The contractual and non-contractual relationship with the Customer is governed by German law and by the customs prevailing in Germany. Any deviations from German law and from the prevailing customs are permitted only if based on specific agreements made with the Customer and on these Standard Terms and Conditions.
3. The place of jurisdiction is Bielefeld.
4. In the event that any of the provisions of these Standard Terms and Conditions is deemed to be invalid in whole or in part, the remaining provisions shall not be affected. The parties are required to replace such invalid provision with a valid provision that comes as close as possible to the economic purpose and objective of the invalid provision.

Revised: December 2011

Geschäftsführer
Franz-Josef Ewers
Dipl.-Ing. Frank Ewers, MBA

Handelsregister Bielefeld
HRB 32961

Ust.-Id.-Nr. DE126954798

Bankverbindungen
Spadaka Schloß Holte-Stukenbrock eG
BLZ 480 624 66 Kto-Nr. 20 184 901
IBAN DE66 4806 2466 0020 1849 01
SWIFT-BIC GENODEM1SHS

Bielefelder Volksbank eG
BLZ 480 600 36 Kto-Nr. 80 027 801
IBAN DE79 4806 0036 0080 0278 01
SWIFT-BIC GENODEM1BIE

Commerzbank AG Bielefeld
BLZ 480 400 35 Kto-Nr. 671 542 900
IBAN DE24 4804 0035 0671 5429 00
SWIFT-BIC COBADEFFXXX