

## **General Terms and Conditions of Delivery and Payment**

### **For the industrial safety, press pad and metal sheets divisions**

#### **I. General provisions**

1. These General Terms and Conditions of Delivery and Payment apply for all - present and future - offers and contracts, insofar as they are not amended or excluded with our express, written agreement. The Purchaser's own conditions of purchase or other conditions will not be accepted by us and do not obligate us, even where we do not explicitly reject these conditions again upon receipt.
2. Where individual provisions of these Terms and Conditions are or become ineffective, the operative effect of the remaining provisions shall not be affected.

#### **II. Acceptance of offers and orders**

1. Our offers are always non-binding, unless otherwise confirmed in writing.
2. An order is only binding on us when we have confirmed it in writing or where our delivery is made according to the order.
3. Amendments to the supply contract and subsidiary agreements require written confirmation by us in order to be effective.
4. All documentation, photocopies, drawings, weights and measurements are only approximations, unless they are expressly confirmed by us, in writing, as binding. No conclusions as to quality and suitability may be drawn from general product descriptions and no claims for material defects based on the same, unless particular features of the product are expressly confirmed by us.

#### **III. Pricing and risk**

1. Prices set out in our confirmation of order or invoice are decisive. These are to be understood "ex works" from our business headquarters at 41749 Viersen-Süchteln (Germany) plus shipping, packaging, insurance and other delivery costs, unless otherwise confirmed in writing.
2. Products are shipped at the Purchaser's cost, unless otherwise agreed and expressly set down in writing in the confirmation of order. Risk transfers to the Purchaser when the goods leave our warehouse, irrespective of who bears the shipping costs. Where goods are ready for shipping and delivery or acceptance is delayed, for reasons for which we are not responsible, risk transfers to the Purchaser upon receipt of the notification of readiness for shipping.

#### **IV. Payments**

1. Our invoices are payable within 8 days with 2% discount or 30 days net from invoice date without deduction, unless otherwise expressly agreed in writing. The date of receipt of payment is deemed, for all means of payment, to be the date on which we have the amount at our disposal. We expressly reserve the right to make deliveries conditional upon advance payment or payment on delivery.
2. Where discounts are expressly agreed, these refer to the net value of the goods, thus excluding freight, packaging and other costs. Discounts can only be claimed where, on the date of payment, all other claims under the business relationship have been settled.
3. All payments must be made into our bank account. The right to withhold payments or to set-off as a result of any counterclaims by the Purchaser, contested by us, is excluded, except where the Purchaser's claims are accepted by us or have been legally recognized.

#### **V. Delivery period, delivery deadlines and delayed delivery**

1. The delivery period begins with dispatch of our confirmation of order, but not before all documentation and authorizations from the Purchaser required for implementation of the order have been provided.
2. Delivery periods specified in the offer and in the confirmation of order are always non-binding, unless express, binding confirmation is given, in written or other form, that fixed dates are agreed. In the event of non-compliance with our delivery commitments, the Purchaser must provide us with an appropriate grace period.
3. We are entitled to make partial deliveries, and where delivery on call has been agreed within a specified period, the Purchaser undertakes to accept the goods within that period. Amendments to the acceptance date require our express, written confirmation.
4. Where non-compliance with deadlines is due to force majeure e.g. strike, lock-out, energy shortage, the agreed deadlines will be extended by the period of time for which we were prevented from fulfilling our delivery obligations for the above-mentioned reasons.

#### **VI. Retention of title**

1. We retain title to the delivered items until settlement of all claims against the Purchaser under the business relationship including claims arising in future from contracts concluded at the same time or later. This also applies where individual or all claims by us have been added to a current account and the balance has been settled and acknowledged.
2. In the event of default in payment by the Purchaser or other failure to fulfil contractual obligations, we are entitled to reclaim goods delivered by us and subject to retention of title. Where we reclaim goods subject to retention of title, this does not constitute rescission of the contract, and our right to full payment of the purchase price remains. The Purchaser must return the goods subject to retention of title to us, freight paid, upon our request or cover other costs incurred where the consignment is collected. Upon payment of the purchase price, the goods will be delivered to the Purchaser.
3. The Purchaser is entitled to resell goods subject to retention of title in the normal course of business, only by virtue of the fact that it hereby assigns to us all receivables accruing to it against its customer from the resale. Where goods, subject to retention of title and either unprocessed or processed / mixed with other goods to which the Purchaser alone holds title are sold, the Purchaser will thereby assign to us receivables accruing to it from the resale in full. Where goods subject to retention of title are sold by the Purchaser together with goods to which we do not hold title, the Purchaser will assign to us receivables accruing from the resale in the amount of the value of the goods subject to retention of title with all subsidiary rights and with priority given to our claims. We hereby accept these assignments. The Purchaser is entitled to collect these assigned receivables even after assignment. Our entitlement to collect the receivables ourselves is unaffected thereby, however, we undertake not to collect the receivables ourselves so long as the Purchaser meets its payment and other obligations. We can require the Purchaser to notify us of the assigned

receivables and the relevant debtors and to provide us with all necessary information to collect the receivables and with accompanying documentation and to notify the debtors of the assignment.

4. Where the realisable value of the securities exceeds the total value of the receivables secured by more than 20 %, we undertake to release securities upon request of the Purchaser.

#### **VII. Liquidated damages for refusal of acceptance**

Where the Purchaser is in default of acceptance of services ordered by it and we have provided the Purchaser, in writing, with an appropriate period to accept the services, we can, upon expiry of this period, at our discretion, require liquidated damages in lieu of performance of the contract, which amount to 20% of the order value. Both Parties retain the right to prove that significantly higher, significantly lower or no damages have been incurred. These provisions in relation to flat-rate calculation of damages also apply in the event of the Purchaser's insolvency where the insolvency administrator exercises its right not to fulfil the contract.

#### **VIII. Liability for material defects**

We are liable for material defects as follows.

1. Parts or services which are found to be defective are, at our discretion, to be repaired, delivered or provided again, at no charge, within the limitation period - but with particular regard to the type of item and its use - insofar as the cause of the defect was already present when risk transferred. For deliveries based on a sample, no greater and/or more extensive requirements can be made of the item delivered where these exceed the quality and properties of the sample accepted by the Buyer.
2. Claims for defects become time-barred after 12 months. This does not apply where the legal provisions of § 479 para. 1 German Civil Code (right to recourse) prescribe longer periods.
3. The Purchaser must notify us immediately in writing of material defects.
4. We must always be given the opportunity to remedy the defect within an appropriate period.
5. Where the defect is not successfully remedied, the Purchaser is entitled, without prejudice to damages claims pursuant to Section IX, to withdraw from the contract or to a reduced price.
6. Claims for defects for insignificant deviations from characteristics owed under the contract, for irrelevant impairment of serviceability, for natural wear and tear or for damages which result from incorrect or negligent handling subsequent to transfer of risk, excessive loads, unsuitable operating materials or by virtue of external influences that are not anticipated under the contract, are excluded. For delivered goods, for which serviceability depends on the type and scope of use by virtue of their nature (e.g. protective work clothing such as gloves and shoes) and to which DIN standards apply, we warrant only compliance with the DIN standard at the time of transfer of risk, insofar as our warranty period does not also constitute a guarantee period; for these items the limitation according to § 478 German Civil Code applies in our favour. For press pads and metal sheets, in particular, we cannot guarantee durability within the warranty period.
7. Statutory rights of recourse of the Purchaser against us pursuant to § 478 German Civil Code (contractor's recourse) exist only insofar as the Purchaser has not concluded agreements with its customer that go beyond statutory claims for defects.
8. Section IX (Other claims for damages) also applies to claims for damages.

#### **IX. Other claims for damages**

1. Claims for damages and compensation to compensate the Purchaser on any legal grounds, in particular, due to violation of obligations under the contract or liability in tort, are excluded.
2. The preceding provisions do not apply, where liability is mandatory, for example, in accordance with German Product Liability Law, in the event of wilful intent, gross negligence, as a result of injury to life, health or limb or as a result of the violation of fundamental contractual obligations. Damages resulting from violation of fundamental contractual obligations are, however, limited to reasonably foreseeable, contractually-typical damages insofar as there is no wilful intent or gross negligence and liability does not result from injury to life, health or limb. These provisions do not lead to a change in the burden of proof to the disadvantage of the Purchaser.
3. Insofar as the Purchaser is entitled to damages pursuant to this Section IX, these become time-barred with expiry of the limitation period as it applies to liability for material defects, thus 1 year, in accordance with Section VIII Article 2.

#### **X. Applicable law, place of jurisdiction**

1. German law shall apply exclusively.
2. The place of jurisdiction shall be our business headquarters. However, we are entitled, at our discretion, to initiate legal proceedings against the Purchaser at its general place of jurisdiction.