

General Conditions of Sale

I. Scope and Obligation to Deliver

1. Scope is determined by mutual written agreement. If no such agreement exists, the scope is determined by the Supplier's written order confirmation, or, if no such document exists, by the Customer's written order.
2. Supplements to the offer, such as illustrations, drawings and weight specifications, are only approximately relevant, unless expressly specified as binding. Cost estimates, drawings and other documents are subject to the Supplier's ownership rights and copyright and must not be disclosed to third parties. Drawings and other documents belonging to the offer must be immediately returned to the Supplier upon request, if the Supplier does not receive the order. The actual designs are our intellectual property, with all attached legal rights. The Customer's submitted documents are binding to the Supplier, unless changes are specified in writing. Required changes are subsequently charged by the Supplier.
3. Additional agreements are only valid if confirmed in writing.

II. Price

Prices are for deliveries ex works, excluding packaging.

Packaging is charged at cost price and may not be returned.

III. Retention of Title

1. Deliveries remain the property of the Supplier until all the Supplier's claims against the Customer are fulfilled, even if the purchase price for specific claims has been paid. The Supplier retains the title to all current account deliveries (reserved goods; *Vorbehaltsware*) as security for outstanding payments.
2. If the Customer processes, modifies or alters the goods, they do not become the Customer's property according to §950 of the German Civil Code (*BGB*); the Supplier retains ownership of the goods. It serves as a reserved good to secure the Supplier's claims according to Section III Paragraph 1.
3. If the Customer processes, modifies or alters (connects or mixes) the reserved goods with other goods, which are not the Supplier's property, the provisions of §947, 948 of the *BGB* apply, so that the Supplier's co-ownership of the new product shall now become reserved goods in the sense of these General Conditions of Sale.
4. The Customer may only resell reserved goods in regular business operations under the condition that the Customer also obligates the Customer's own customers to the conditions regarding retention of title in Section III Paragraphs 1 through 3 of these General Conditions of Sale. The Customer is not entitled to further disposal of the reserved goods, particularly pledging or mortgaging.
5. In cases of further development, the Customer explicitly surrenders all rights to the Supplier (until all of the Supplier's claims are fulfilled) that arise from the resale of receivables or other claims, with all ancillary rights, against the Customer's own customers. If the Supplier so demands, the Customer shall submit all information and documents to the Supplier that the Supplier requires in order to enforce the Supplier's claims against the Customer's customers.
6. If the Customer resells the reserved goods after processing, modifying or altering as stipulated in Section III Paragraphs 2 and/or 3 together with other goods not belonging to the Supplier, the Customer only surrenders that part of the purchase price claim under Paragraph 5 that corresponds to the invoice value of the Supplier's reserved goods.
7. If the value of all of the Supplier's securities exceeds the Supplier's total claim by more than 20%, the Supplier shall release certain securities of the Supplier's own choosing upon request by the Customer's.
8. If third parties seize or confiscate the reserved goods, the Customer shall immediately inform the Supplier. The Customer bears all ensuing costs of intervention.
9. If the Supplier exercises the Supplier's right to retention of title according to the previous paragraphs, the Supplier may freely sell or auction the goods. Reserved goods are returned at the targeted sales revenue, but for no more than the contractual delivery price. Further claims for damages, especially for loss of profits, are reserved.

IV. Terms of Payment

1. One-third (1/3) of the contract price must be paid at the time of ordering, the remainder within 14 days, or according to a separate written agreement.
2. The Customer shall not withhold payments based on any counterclaims that have not been accepted by the Supplier; discounts or offsetting are also not permitted.

V. Terms of Delivery

1. The delivery period begins on the day on which the agreement for the order between the Customer and the Supplier is made in writing and when the Supplier has received the down-payment. The delivery period is only binding, if the Customer supplies all the required documentation in time, such as permissions, clearances, timely clarification and approval of plans, and if he observes the

contractual terms of payment and other obligations. Labor costs for changes during production are billed to the Customer. Changes during production required by the Customer extend the delivery period depending on the time required.

2. The delivery term is observed, if:

The operational delivery has left the factory within the contractual delivery period. If the delivery is delayed for reasons for which the Customer is responsible, the delivery is considered on time, if the Supplier reports that the product is ready for delivery within the contractual delivery period.

3. If the delivery is verifiably delayed by mobilization, war, riots, strike, lockout, absence or sickness of workers in the Supplier's business departments, defects in crucial workpieces or for other reasons not attributable to the Supplier under general principles of law, the delivery period is extended appropriately.
4. If we are responsible for a delay in delivery, the Customer shall grant us a reasonable extension. After expiry of this grace period, the Customer may withdraw from the contract, if production of the tool has not begun by the end of the grace period; claims for damages arising from non-observance of the Terms of Delivery or delivery dates are excluded. The Customer is required to accept partial deliveries. If dispatch or shipping is delayed upon request of the Customer, the Supplier may charge storage fees amounting to 0.5% of the invoice amount for each month that begins; the storage fee is limited to 5%, unless the Supplier is able to verify higher costs.

VI. Transfer of Risk and Dispatch

The risk is transferred to the Customer as soon as the delivery leaves the factory. The delivery is packaged with due diligence and at the Customer's expense. The Supplier dispatches the delivery at his best judgment; insurance against breakage, transport damage, fire and theft is only taken out upon the Customer's written request.

VII. Liability for Delivery Defects

Complaints must be made in writing within 14 days after delivery of the tools to the destination. If we accept such complaints, we shall undertake to fix the defects free of charge. The Customer shall grant the Supplier reasonable time and opportunity to make the changes deemed necessary; if the Customer denies these conditions, the Supplier is relieved of liability for defects. Liability for defects does not cover natural wear and tear or other causes, on which we have no influence; damage due to incorrect/negligent treatment or excessive load are also excluded. For aluminum tools, we grant a warranty of 6 months from the day of delivery, if used in single-shift operation. We accept no claims for consequential damage exceeding the basic liability for defects. All further claims are excluded to the extent permitted by law.

VIII. Jurisdiction

1. The sole jurisdiction for all disputes arising from or in connection with the contract is the Supplier's company registered office.
2. All contract relationships are subject to the law of the Federal Republic of Germany.

IX. Transferability of the Contract

The Customer may only transfer his contractual rights to third parties with the Supplier's approval. Purchase price receivables and other purely monetary claims are freely transferable.

X. Severability

If individual provisions of this contract are legally invalid, the remaining provisions are not affected. These General Conditions of Sale may only be changed upon prior written approval of the change.

XI. Customer Withdraws from the Contract

1. Before production begins, 10% of the contract value is charged as compensation for lost earnings.
2. After production begins, all incurred costs plus 10% of the contract value as compensation for lost earnings are charged.