

General terms of sale and delivery

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I. General information – area of application

- (1) Our terms of sale are valid exclusively; we don't recognise conflicting or from our terms of sale divergent conditions of the customer, unless, we would have agreed expressly in writing to her validity. Our terms of sale are also valid if we explain the delivery to the customer in knowledge conflicting or from our terms of sale of divergent conditions of the customer without reservation.
- (2) All arrangements which are met between us and the customer for the purpose of implementation of this contract are to be laid down in this contract in writing.
- (3) Our terms of sale are valid towards businessmen.
- (4) Our terms of sale are also valid for all future shops with the customer.

II. Offer – offer documents

- (1) If the order is to be qualified as an offer according to §145 Civil Code, we can accept this within two weeks.
- (2) On pictures, drawings, calculations and other documents we reserve ourselves property rights and copyrights; they may be made to third not accessible. This is valid in particular for such written documents which are called "confidential"; before her passing on into three parts the customer of our explicit written approval needs.

III. Prices – payment terms

- (1) Provided that from the confirmation of order nothing else arises, our prices are valid "ex works", including packaging.
- (2) The legal value added tax (VAT) is not enclosed in our prices; it is expelled by legal height on the day of the calculation position in the calculation separately.
- (3) The deduction of discount payment needs a special written arrangement.
- (4) Provided that from the confirmation of order nothing else arises, the purchase price is due net (without deduction) within 14 days from calculation date to the payment. If the customer comes to default, we are entitled to demand legal interests on arrears.
- (5) Compensation rights are entitled to the customer only if his counterclaims are ascertained legally, are recognised indisputable or from us. Moreover, he is authorised to the exercise of a retention right in this respect when his counterclaim is based on the same contractual relationship.

IV. Delivery time

- (1) The beginning of the delivery time given by us assumes the clarification of all technical questions.
- (2) If we get for reasons that we have to represent, in delay of delivery, the customer is entitled to require blanket delay compensation at the rate of 3% of the value of delivery, maximum 10% of the value of delivery for every perfect week delay. If the delay is based on intention or coarse carelessness or shows an essential duty injury, there remains with the legal liability which is limited, nevertheless, in the case of an only careless duty injury to the in each case predictable damage.
- (3) If the customer puts us, after we have already got in delay, an adequate extension, he is entitled after futile expiry of this extension to withdraw from the contract; compensation claims instead of the achievement are entitled by height of the predictable damage to the customer only if the delay is based on intention or coarse carelessness or on an essential duty injury; for the rest, the compensation liability is limited to 50% of the stamped damage.
- (4) The liability limitations according to Paragraph (2) and paragraph (3) are not valid, provided that a business firm bargain was agreed; the same is valid when the customer can argue because of the delay to be represented by us that the immediate assertion of the claim to substitute of the damage is considered instead of the achievement.
- (5) The observance of our obligation of delivery assumes the timely and proper fulfilment of obligations of the customer.
- (6) If the customer comes to acceptance delay or injures he other co-operation duties, we are entitled, which to require originating damage, including any additional expenses to us. In this case the danger of an accidental setting or an accidental deterioration of the purchase thing also goes over at the time on the customer at which this gets in acceptance delay.

V. Transfer of risk

- (1) Provided that from the confirmation of order nothing else arises, delivery is agreed "ex works".
- (2) Deliveries are covered by a transport assurance; the customer bears the costs resulting in this respect.

VI. Liability for material defects

- (1) Defects in the goods must be reported in writing immediately, at the latest seven days after delivery. Defects which cannot be discovered within this period even after careful examination shall be reported in writing immediately after their discovery, at the latest before expiry of the agreed or statutory period of limitation, with immediate cessation of any processing or treatment.
- (2) In the event of a justified, timely notice of defect, we may, at our discretion, either remedy the defect or deliver defect-free goods (subsequent performance). In the event of failure or refusal of subsequent performance, the purchaser may withdraw from the contract or reduce the purchase price after a reasonable period of time has expired without success. If the defect is not substantial or if the goods have already been processed or redesigned, he shall only be entitled to the right to reduce the purchase price.
- (3) We shall only assume expenses in connection with subsequent performance if they are reasonable in the individual case, in particular in relation to the purchase price of the goods, but in no case more than 150 % of the value of the goods. We shall not assume any expenses arising from the fact that the sold goods have been taken to a place other than the agreed place of performance, unless this corresponds to their contractual use.
- (4) After an agreed acceptance of the goods has been carried out by the purchaser, the notification of defects which could have been detected during the agreed type of acceptance shall be excluded. If a defect has remained unknown to the buyer as a result of negligence, he can only assert rights in respect of this defect if we fraudulently conceal the defect or if a guarantee is given for the quality of the item.

- (5) If the Buyer does not immediately give us the opportunity to convince ourselves of the defect, in particular if he does not immediately make the rejected goods or samples thereof available for testing purposes upon request, all rights in respect of the material defect shall lapse.
- (6) In the case of goods which have been sold as declassified material, the purchaser shall not be entitled to any rights arising from material defects with regard to the stated reasons for declassification and such defects which he would normally have to expect. In the case of sale of Ila goods, our liability for material defects is excluded.
- (7) Further claims of the buyer are based on section VII. of this condition. Rights of recourse of the buyer according to §§ 478, 479 BGB remain unaffected.

VII. General limitation of liability and statute of limitations

- (1) For breach of contractual and non-contractual obligations, in particular for impossibility, delay, culpa in contrahendo and unlawful acts, we shall only be liable – also for our executive employees and other vicarious agents – in cases of intent and gross negligence, limited to the typical contractual damage foreseeable at the time the contract was concluded. In all other respects, our liability is excluded, also for damage caused by defects and consequential damage caused by defects.
- (2) These limitations shall not apply in the event of culpable violation of essential contractual obligations, insofar as the submission of the contractual purpose is endangered. In the case of culpably caused damages to life, body and health and not even if and to the extent that we have assumed the guarantee for the condition of the sold item, as well as in cases of mandatory liability under the Product Liability Act. The rules on the burden of proof remain unaffected by this.
- (3) Unless otherwise agreed, contractual claims which arise for the purchaser against us on the occasion of and in connection with the delivery of the goods shall become statute-barred one year after delivery of the goods. This period shall also apply to such goods which are used for a building in accordance with their customary use and which have caused its defectiveness, unless this use was agreed in writing. This shall not affect our liability arising from intentional and grossly negligent breaches of duty, culpably caused damage to life, limb and health or the limitation of claims under a right of recourse.

VIII. Retention of title protection

- (1) We reserve ourselves the property in the purchase thing up to the entrance of all payments from the supply agreement. With behaviour contrary to the terms of the agreement of the customer, in particular with default, we are entitled to take back the purchase thing. In the withdrawal of the purchase thing by us lies no resignation of the contract, unless, we would have explained this expressly in writing. In the attachment of the purchase by us always lies a resignation of the contract. We are authorised after taking back of the purchase thing to their utilisation, the utilisation proceed is to be credited on the obligations of the customer.
- (2) The customer is obliged to treat the purchase thing devotedly; in particular he is obliged to insure of this at own expenses against fire damages, water damages and theft damages enough to the replacement value. Provided that servicing and inspection works are necessary, the customer must carry out this at own expenses on time.
- (3) BWith attachments or other interventions of third the customer has to inform us immediately in writing, so that we can lodge complaint according to §771 ZPO. As far as the third is not able to refund for us the judicial and extrajudicial costs of a complaint according to §771 ZPO, the customer sticks for the failure resulted to us.
- (4) The customer is entitled to resell the purchase thing in the well-arranged trend of affairs; nevertheless, he already kicks to us now all demands by height of the invoice total agreed with us (including VAT) from which arise to him from the wide disposal against his buyers or third, namely no matter whether the purchase thing has been resold without or after processing. For the collection of this demand the customer remains authorised also after the session. Our competence to draw the demand independently remains untouched from this. Nevertheless, we undertake not to draw the demand, as long as the customer to his bills of debt from the taken in proceeds follows, is not in default and is put in particular no application for opening of liquidation proceedings or settlement proceedings or is given payment setting. In this case, we can require that the customer announces to us the resigned demands and their debtors, all needed essential information as well as the matching documents hands over and inform us about the debtor (third party).
- (5) The processing or reorganisation of the purchase thing by the customer is always carried out for us. The claim right of the customer in the purchase thing continues in the reshuffled thing. If the purchase thing with others, us does not acquire to belonging objects processed, so we the joint ownership in the new thing comparatively of the objective value of our purchase thing to the other processed objects at the moment of the processing. For the thing originating from processing is valid, for the rest, same like for the purchase thing delivered under reservation.
- (6) If the purchase thing with others, us does not acquire to belonging objects inseparably mixed, so we the joint ownership in the new thing comparatively of the objective value of our purchase thing to the other mixed objects at the time of the mixture. If the mixture occurs in the manner that the thing of the customer is to be looked as a central issue, is valid as agreed that of the customers to us according to portion joint ownership transfers. Of the customers the so resulted Alleineigentum or joint ownership keeps for us.
- (7) The customer also resigns to us the demands for the protection of our demands against him which arise by the connection of the purchase thing with a property against a third.
- (8) We commit ourselves, which to release in this respect us to being entitled securities by request of the customer when the realizable value of our securities exceeds the demands to be protected about more than 10% or the nominal amount about more than 50%; the choice of the securities to be released is incumbent upon us.

IX. Legal venue – place of fulfilment

- (1) Provided that the customer is a businessman, our place of business is a legal venue; nevertheless, we are entitled to sue the customer also in his residence court.
- (2) Provided that from the confirmation of order nothing else arises, our place of business is a place of fulfilment.