

General Terms and Conditions of Sale and Delivery

1. Area of Application

These terms and conditions shall apply exclusively to contracts devised to define performance by the Supplier domestically.

2. Conclusion of Contract

- 2.1. All statements by the Supplier shall constitute non-binding requests to the Customer to submit contract offers. A contract will only be entered into once the Customer's offer has been expressly accepted by the Supplier.

In the event that the confirmation of contract by the Supplier should differ in content to the order, the contract shall be considered concluded as stipulated by the confirmation of contract unless opposed in writing by the Customer within a period of 14 days.

- 2.2. All details provided by the Supplier in his brochures and other advertising material represent approximate values only. This applies most notably to any data concerning the weight and scope of performance.
- 2.3. Upon the conclusion of contract, the Customer shall recognise and comply with the terms and conditions of sale and delivery as set out by the Supplier. Any terms and conditions defined by the Customer and which contradict the terms and conditions contained herein shall have no validity unless otherwise expressly agreed to in writing.

Any deviations, collateral agreements and declarations by authorised representatives shall only be binding provided the Supplier gives his written consent thereto.

- 2.4. In the event that essential sections of the contract should become invalid, the remaining parts of that signed contract shall retain full validity.
- 2.5. The Customer shall not be authorised to transfer to third parties any of the rights contained in the contract without the Supplier's consent.

3. Prices and Conditions of Payment

- 3.1. The Supplier's prices are understood to represent net values ex works and excluding packaging (unless otherwise specified). They are based on the cost factors relevant to the Supplier at the time the respective offer was submitted.
- 3.2. Timber and disposable packaging shall be provided at cost price and shall be non-returnable.
- 3.3. Payment for the invoice amount billed by the Supplier shall be due within 14 days (unless otherwise specified) Payment shall be made to the payment office stipulated by the Supplier, free of charge, for the net invoice amount and with no deductions made. The place of performance for payment of the purchase price shall be the bank stipulated by the Supplier for such purpose.

Payment shall be considered executed once the amount due has been credited to the relevant account.

- 3.4. The Customer shall not be permitted to withhold payments on the grounds of any counterclaims which have not been recognised by the Supplier, nor shall any such claims be permitted to be offset.
- 3.5. In the event that arrears are incurred through the fault of the Customer, the Supplier shall be entitled to accelerate maturity for the remaining balance of the overall debt and to demand immediate payment thereof.

4. Reservation of Title

- 4.1. Goods delivered to the Customer shall remain the property of the Supplier until such time as final payment has been made for the purchase price and for all the costs incurred by delivery.

In the event that multiple purchase contracts are entered into with a Customer, titles to all the property concerned shall only be transferred to the Customer upon receipt of the final instalment of payment for the purchase price.

- 4.2. In the event of resale, any claims arising thereof and held by the Customer vis-à-vis a third party shall be passed to the Supplier by way of security, up to the amount of invoice, without such individual cases of claim reassignment requiring any form of special agreement.

The Customer shall not be permitted to give in pledge any goods received for which title is reserved nor shall he be allowed to transfer

ownership thereof by way of security, until such time as those goods have been duly paid for or that any remaining liability on the part of the Customer in connection with other claims has been satisfied.

Should a third party confiscate or levy execution on the goods, the Customer shall be obliged to refer that party to this reservation of title and to notify the Supplier immediately of the enforcement measures being undertaken.

5. Period of Delivery

- 5.1. Valid delivery periods shall be contained in the sales contract or in the confirmation of contract. Partial delivery shall be permissible.
- 5.2. The delivery period shall commence on the day of acceptance by the Supplier of the Customer's purchase request. In the event that any technicalities of contract remain unresolved at this time, the delivery period shall commence as of the time these open issues are resolved.
- 5.3. Any acts of God or any incidents of raw material or energy shortage, uprisings by the workforce or workers being locked out of the premises, in the event of war, mobilisation, blockades or the like, any one of which incidents causes operations to be partially or totally shut down, shall exempt the Supplier from his delivery obligations for the duration and scope of such impediment. In this event, the Supplier shall not be under obligation to make subsequent delivery at a later date.

6. Passage of Risk

- 6.1. Upon transfer of the sold goods to the Customer, the risk of accidental loss or destruction or of any accidental deterioration of those goods shall likewise be passed on to the Customer.
- 6.2. All shipping shall be arranged for the account and at the risk of the Customer. The Supplier shall not assume any liability for incidents of loss or damage during shipping. If no special shipping instructions are received from the Customer, the Supplier shall arrange shipping at his own discretion in the best possible way.

7. Warranty

- 7.1. The Customer shall be obliged to make a written claim of any evident or non-evident defects to the goods immediately upon, but no later than 2 weeks after, receipt of the goods at their destination.
- 7.2. Upon expiration of a term of 12 months as of the day of goods delivery, the Customer shall retain no right to make any claims for warranty.
- 7.3. Warranty shall not extend to any incidents of natural wear and tear, nor shall it apply in any cases of damage due – after the passage of risk – to wrong or careless handling, excessive strain, unsuitable operating conditions, insufficient information or cooperation on the part of the ordering party, or to environmental influences not provided for at the time of contract.
- 7.4. If changes or repairs to the goods are undertaken by the Customer or a third party, the Supplier shall be exempt from any liability for the results thereof.
- 7.5. The Supplier shall only be liable for any delivered third-party products to the extent that the subcontractors who supplied such goods have committed themselves to assuming and are prepared to fulfil the obligations of warranty connected to the products manufactured by them.

8. Jurisdiction

Deliveries shall be subject exclusively to the valid laws of the Federal Republic of Germany. Both contract parties herewith agree to acknowledge Berlin as the place of jurisdiction. The Supplier shall be entitled to seek redress in the court that has jurisdiction over the Customer.

9. Terms of Purchase

All purchases shall be subject exclusively to our Terms of Purchase.