



## General Sale, Delivery and Payment Conditions

### Section 1 Scope

1. These General Conditions shall apply exclusively to companies within the meaning of Section 14 of the German Civil Code (BGB). We shall not acknowledge any of the Purchaser's conflicting conditions or conditions that deviate from our conditions without our explicit written consent. Our Sale, Delivery and Payment Conditions shall also apply if we perform the delivery to the Purchaser without any reservations in acknowledgement of the Purchaser's conflicting conditions or conditions that deviate from our conditions.
2. Our Sale, Delivery and Purchase Conditions shall also apply to all future business conducted with the Purchaser.

### Section 2 Quotes

1. Our quotes are merely requests for the Purchaser to submit quotes/orders and are therefore understood to be non-binding in all respects. A contract shall only be concluded by way of our written order confirmation following the respective quote/order by the Purchaser.
2. We shall retain property rights and copyright to the figures, drawings, calculations and other documents. The aforementioned documents may not be made accessible to third parties without our explicit written consent.
3. Unless otherwise agreed, the relevant DIN standards shall apply to the contractual relationship in terms of any technical questions.

### Section 3 Prices and payment terms

1. Unless otherwise specified in the contractual arrangements in place, our prices shall apply "ex works" and exclusive of packaging, which will be invoiced separately.
2. Unless otherwise agreed in the contract, the Purchaser shall be in default of payment 30 days after receiving the goods or payment reminder.

A discount of 2 % shall be applied to payments made within 14 days; payments within 30 days shall be made net without deduction.

Valid since March 2020



3. The Purchaser shall only have the right to offset if its counterclaims have been legally established, are undisputed or have been acknowledged by us. Furthermore, the Purchaser shall only be entitled to exercise the right of retention to the extent that its counterclaim rests on the same contractual relationship as the demand for payment.

#### **Section 4**

#### **Delivery and delivery time**

1. Unless otherwise agreed, we shall be entitled to make partial deliveries. The Purchaser shall not be entitled to reject partial deliveries, unless they are deemed unreasonable as a result of the nature of the obligations or as a result of the quality of the goods or intended purpose. In addition, excess or short deliveries of up to 10 % of the quantity ordered are permissible; such excess or short deliveries cannot be objected to by the Purchaser.
2. Upon our request, the Purchaser undertakes to declare within a reasonable period of time as to whether it intends to withdraw from the contract as a result of the delay in delivery and/or demand compensation for damages in lieu of delivery or insist on delivery.
3. In the event that the Purchaser is in default of acceptance or culpably breaches other duties to co-operate, we shall be entitled to request reimbursement of the damage incurred by us, including any extra expenses. In this case, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the Purchaser at the time it enters into default of acceptance.

#### **Section 5**

#### **Transfer of risk**

1. Unless otherwise specified in the contractual arrangements in place, deliveries shall be agreed on an "ex works" basis. This shall also apply if the purchased item is sent to another address upon request by the Purchaser. The risk shall then be transferred to the Purchaser upon handover of the purchased item to the transport personnel.
2. At the Purchaser's request, we shall take out transport insurance to cover the delivery in question; the costs incurred for this purpose shall be borne by the Purchaser.

#### **Section 6**

#### **Warranty for defects**

1. The Purchaser's warranty rights are based on the fact that it is obliged to carry out its inspection duties and report defects in accordance with Sections 377 and 381 of the German Commercial Code (HGB).
2. If there is a defect in the purchased item, we must always be given the opportunity in the first instance to provide supplementary performance in accordance with Section 439 of the German Civil Code (BGB).

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3. If we are not prepared or able to provide supplementary performance, or if such supplementary performance is delayed beyond reasonable time limits due to reasons for which we are responsible, or if the supplementary performance falls through for other reasons, the Purchaser shall be entitled to choose either to withdraw from the contract or to demand a reduced purchase price (reduction).

4. Unless specified otherwise below, any additional claims by the Purchaser shall be excluded, regardless of the legal grounds involved. We shall not therefore be liable for damage not occurring to the delivery item itself. In addition, we shall not be liable in particular for any lost profit or other financial losses incurred by the Purchaser.

The aforementioned exemption from liability shall not apply insofar as the cause of the damage in question is due to intent or gross negligence, or in cases of damage to life and limb. This exemption from liability shall not apply either if we have assumed a guarantee for the quality of the goods or their durability.

The aforementioned exemption from liability shall also not apply to such damage caused by the culpable violation of essential contractual obligations (so-called "cardinal obligations"); provided there is no intent or gross negligence or guarantees that we have assumed, our liability in this case shall be limited to the level of the foreseeable damages typical to the contract.

5. Unless otherwise agreed, the Purchaser's warranty claims for defects shall become time-barred in 12 months. This shall not apply if longer periods of time are stipulated by law.

## **Section 7**

### **Joint liability**

1. Any additional liability for damages or compensation than the extent stipulated in Section 6, and without any regard to the legal nature of the asserted claim, shall be excluded. This provision shall not apply to claims asserted against us in accordance with Sections 1 and 4 of the German Product Liability Act (Gesetz über die Haftung für fehlerhafte Produkte - Produkthaftungsgesetz). This exclusion of liability shall also not apply to cases of intent, gross negligence, damage to life or limb or cases involving a violation of essential contractual obligations (so-called "cardinal obligations").

However, compensation claims owing to a violation of essential contractual obligations shall be limited to the level of the foreseeable damages typical to the contract, insofar as there is no intent or gross negligence involved, or liability is to be assumed owing to damage to life or limb. These provisions do not involve a change in the burden of proof to the Purchaser's disadvantage.

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## **Section 8**

### **Retention of title**

1. We shall retain ownership of the purchased item until the purchase price and incidental costs (such as freight, packaging, etc.) are settled in full. In the event of conduct by the Purchaser in breach of the contract, including in particular default of payment, we shall be entitled to withdraw from the purchase agreement and take back the purchased item. We shall be entitled to dispose freely of the purchased item after taking it back; after deduction of appropriate costs, any remaining revenue from the disposition of the goods shall be reconciled against the Purchaser's outstanding liabilities.
2. In the event of assignment or other intervention by third parties relating to the purchased item, the Purchaser undertakes to support us fully in the judicial and non-judicial assertion of our rights, and in particular to provide us with all the documentation necessary for such purposes.
3. The Purchaser shall be entitled to resell the purchased item in the normal course of business; it shall, however, hereby relinquish in our favour all claims up to the total invoice amount (including VAT) accruing to it as a result of the resale to its own customers or third parties. This assignment shall apply irrespective of whether the purchased item is resold with or without processing. We hereby accept such assignment. Assignment in the form of a factoring contract shall be permitted.

The Purchaser shall remain entitled to collect such claims in the normal course of business. This entitlement shall lapse if the Purchaser fails to fulfil its payment obligations from the proceeds received, or if it falls into default of payment. This entitlement shall also lapse if application is made for the institution of insolvency or bankruptcy proceedings against the Purchaser's assets, or if the Purchaser stops making its payments.

In such cases, we shall be entitled to collect the assigned claim ourselves. The Purchaser undertakes to provide us with all information necessary for such purposes and all the applicable documentation. Should this be this case, the Purchaser also undertakes to notify the debtors (third parties) of the assignment.

4. The processing or reworking of the purchased item by the Purchaser shall always be carried out on our behalf. If the purchased item is processed with other goods not belonging to us, we shall thereby acquire joint ownership of the new goods produced in the ratio of the value of the purchased item to the other processed goods at the time of processing. The same shall otherwise apply to the goods produced by such processing as applicable to the purchased item subject to retention of ownership.

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5. If the purchased item is mixed with other goods not belonging to us, we shall thereby acquire joint ownership of the new goods produced in the ratio of the value of the purchased item to the other mixed goods at the time of mixing. If the goods are mixed in such a way that the Purchaser's goods can be regarded as the main goods, it is deemed to be agreed that the Purchaser transfers proportional joint ownership of the goods to us. The Purchaser shall safeguard such sole or joint ownership on our behalf.
6. We undertake, at the request of the Purchaser, to release any assigned securities to the extent that the value of our securities exceeds the claim to be secured by more than 20 %. The choice of the securities to be released shall be made at our discretion.

### **Section 9** **General note**

1. All spare part numbers listed by us serve only for comparison purposes and may not appear on invoices and delivery notes sent to the vehicle owner.

### **Section 10** **Place of performance, applicable law and place of jurisdiction**

1. Unless otherwise agreed in the contract, the place of fulfillment shall be our company's head office.
2. All business relationships with us shall be exclusively subject to the laws of the Federal Republic of Germany. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. If the purchaser is an entrepreneur, legal entity under public law or special fund under public law, the courts of the Federal Republic of Germany shall be internationally responsible for all legal disputes.

The place of jurisdiction in such cases shall be our company's head office. We shall, however, be entitled to instigate legal proceedings against the Purchaser at its general place of jurisdiction. These rules on jurisdiction shall also apply to legal action relating to foreign exchange or cheque procedures.

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