

# General terms of H. Richter Vorrichtungsbau GmbH, Hannover

## I. General conditions

1. By placing the order, the purchaser accepts these conditions in full. The scope of our deliveries and services are governed exclusively by our general terms and conditions. They are an integral part of the purchase or delivery contract.
2. Additional agreements, deletions and changes are only effective, if they have been confirmed by us in writing.
3. Conditions and terms of the purchaser, also as far as in the order as exclusively valid designated, is hereby expressly contradicted; they will not bind us even if we have not contradicted them once again when concluding the contract.
4. Our terms and conditions in the currently valid version also apply to future orders, even if these conditions are not particularly pointed out again.
5. At the latest by accepting the delivery, the customer agrees to our order confirmation and our general terms and conditions.
6. In addition, the International Commercial Terms (Incoterms) apply in their most recent version.

## II. Offers and Orders

1. First offers are usually made free of charge. If, however, further processing, drafts, drawings and the like are required from us without our having to place an order, we shall be entitled to charge an appropriate compensation for the additional work.
2. The documents belonging to the offer, such as illustrations, drawings, weights and measurements, are only approximate unless they are expressly designated as binding in writing.
3. The supplier reserves ownership and copyright to cost estimates, drawings and other documents; they may not be made accessible to third parties.
4. Unless otherwise agreed and confirmed by us, all offers made directly or by our agents are subject to change, both in terms of price and quantity and delivery. Only with the issue of our written order confirmation, the order is considered accepted.

## III. Mass and Weight

1. Dimensions, weights and illustrations are not binding and approximate. We reserve the right to make appropriate changes and improvements.

## IV. Pricing

1. The prices are, unless expressly agreed otherwise, in Euro net ex works excluding packaging. In addition, the value added tax applicable at the time of delivery will be charged.
2. We are entitled to make a reasonable price increase if the production costs increase after conclusion of the contract.
3. Fixed price agreements require a separate written contract.
4. If the order value is less than € 50, - net, a minimum quantity surcharge of € 5, - will be charged.
5. The same conditions apply to deliveries abroad, unless special written agreements are made.
6. All changes in currency or exchange rate fluctuations, as well as all new duties introduced after the conclusion of the business by laws and regulations, as well as any increases in freight and customs duties shall be borne by the customer.
7. The calculation is based solely on the weights, dimensions or quantities determined at our despatch facilities.
8. If the packaging is not expressly included, it will be charged separately when the order is placed. The packaging will be charged at cost and will not be taken back.

## V. Delivery time

1. The delivery period starts at the earliest on the day of sending the order acceptance, but not before clarification of all execution details. It is always non-binding and is approximate.
2. The delivery period is met if the delivery item has left the factory by the time the delivery has expired or the readiness for dispatch has been notified. Partial deliveries are permitted.
3. If the shipment is delayed by fault of the customer or by force majeure more than 30 days after readiness for dispatch, then we are free to store the delivery either at the expense and risk of the purchaser - at least 0.5% of the Invoice amount per month to be calculated - or, if possible, to sell elsewhere, without resulting in the buyer a claim for damages of any kind.
4. Unforeseen events, e.g. Operational disruptions due to shortage of fuel and raw materials, rejects, strikes, lockouts, war, riots and events of force majeure, regardless of whether these events occur in our company or in the operation of one of our subcontractors, entitle us to extend the delivery period appropriately and if extended to Cancellation of orders and deals, without the purchaser being entitled to a claim for damages of any kind.
5. Claims for damages due to late delivery are excluded, unless we acted grossly negligent or intentional.

## VI. Transfer of risk and shipment

1. The risk is transferred at the latest with the dispatch of the delivery to the purchaser. If the shipment is delayed due to circumstances beyond our control, the risk is transferred to the customer upon notification of readiness for shipment.
2. The choice of the shipping route and the means of dispatch takes place due to lack of special agreement in our best discretion without liability for cheapest shipping.

## VII. Complaints, Disclaimer

1. The purchaser is obliged to inspect the delivery item immediately upon receipt and to notify complaints in writing within 8 days after receipt of the goods. Subsequent complaints will not be considered.
2. In the case of demonstrable defects with regard to the quantity and quality of the goods, we will provide a replacement free of charge. With the installation or with the processing or use of defective goods, the claim for free replacement no longer applies.
3. If the replacement is not free of defects, the purchaser may at its discretion demand a reduction of the purchase price or cancellation of the contract. Claims for damages exist only for intentional or grossly negligent damage.
4. The notice of defects does not release from the payment obligation.
5. Further claims of the purchaser against us or our vicarious agents are excluded, in particular claims for compensation for damages that have not arisen on the delivery item itself. This does not apply insofar as liability is mandatory in cases of intent, gross negligence and the lack of warranted characteristics. This limitation of liability also applies to such claims of the Purchaser, which have arisen as a result of suggestions or consultations made within the framework of the business relationship, as a result of breaches of secondary contractual obligations or producer liability.
6. Warranty: 12 months from the date of delivery. Wear parts such as steady rest rollers are excluded from the warranty.

## VIII Retention of Title

1. The goods remain our property until the payment of all claims, for whatever legal reason. In the case of a current account, the reserved property is deemed to be the security of our balance claim.
2. As long as the purchaser is not in default, resale or further processing in the ordinary course of business is permitted and takes place for us under exclusion of the acquisition of property according to § 950 BGB without any obligation.
3. Our retention of title also extends to the sold or processed goods. Generally, § 946 BGB does not apply to the goods delivered by us. In case of connection or mixing with things not belonging to us, we acquire co-ownership according to §§ 947, 948 BGB. In the processing of the goods delivered by you, a number of reserved purchasers acquire co-ownership according to the ratio of the value of goods delivered under retention of title at the time of processing.
4. In the case of resale or further processing, the customer hereby assigns all claims from the resale against third party buyers to us up to the amount of our invoice amount as security. The acceptance of the assignment is hereby declared.
5. The purchaser undertakes to inform the third party purchaser in writing of the existing extended retention of title of the seller. If he does not do so, he shall be liable to the seller for the damage caused by the seller not being able to realize his claims under the extended retention of title.
6. The purchaser is authorized to collect the assigned claims himself, the confiscation takes place in trust and on our account. The collected proceeds must be kept separately and delivered to us immediately. If an immediate delivery is not possible the collection authority expires. At our request, the names of the third party buyers and the amounts of the claims shall be communicated at any time.
7. If the value of the existing securities exceeds our claim by more than 20%, we shall be obliged, at the request of the customer, to release securities at our discretion.
8. Prior to the transfer of ownership to the purchaser, a pledge or assignment by the purchaser is prohibited and punishable by law. If third parties access the reserved goods, the purchaser will point out the seller's property and notify him immediately. Costs and damages shall be borne by the customer.
9. In case of breach of contract by the purchaser - in particular default of payment - the seller is entitled to take back the reserved goods at the expense of the purchaser or, if necessary, to demand assignment of the purchaser's claims for surrender to third parties. In the withdrawal as well as in the seizure of the reserved goods by the seller - as far as the assignment law does not apply - no withdrawal from the contract.

## IX. Payment

1. Payments shall be made free of charge to our paying agents in cash or by bank transfer to one of our bank accounts, unless otherwise agreed within 14 days of the invoice date, without any deduction and excluding set-off and retention. Offsetting against undisputed or legally established claims is permissible.
2. In the event of payment deadlines being exceeded, we charge interest in the amount of the usual bank rate for overdraft facilities as well as any dunning fees and other costs incurred. Default of payment releases us from any delivery obligation.
3. In the case of delivery to a foreign currency, irrespective of the currency amount shown in our invoice, the amount in foreign currency which corresponds to the € amount at the time of payment which corresponded to the foreign currency amount at the time of invoicing must be transferred to us.
4. Reduced discounts will not be granted if the purchaser is in arrears with the payment of previous deliveries.

## X. Payment method, Receipt of payment

1. Orders from customers unknown to us are executed under cash on delivery or prepayment. Unfavorable information releases us from delivery on credit.
2. We are not obliged to accept checks and bills of exchange. If we accept it, the guilt will only be redeemed by unconditional redemption. The costs for discount, collection charges etc. shall be borne by the purchaser.
3. If, in the case of an installment payment agreement, the debtor has fallen behind in full or in part for more than 10 days at one installment, the entire balance will be due for immediate payment. A right of retention of payment due to any claims of the purchaser is excluded.
4. In case of deterioration of the financial position, we are entitled to demand payment for already delivered goods before the invoices expire. Furthermore, in case of late payment, payment of a previous delivery, also for orders still to be carried out, to change the terms of payment, to demand payment in advance or to withdraw from the delivery.
5. Representatives and travelers are not authorized to receive money and to grant time limits. Only payments to ourselves exempt from the obligation to pay.
6. If the agreed term of payment is exceeded by more than 20 days and the purchaser is in default, or if a moratorium, judicial recoveries, settlements and bankruptcies are granted, all discounts granted shall continue to apply and the amount due shall be that on the day of Delivery valid gross price.

## XI. Fulfillment and Jurisdiction

1. The place of performance for our deliveries and for the payment obligations of the customer is Hannover.
2. Local jurisdiction for disputes with merchants who are not traders, as well as with legal persons under public law and special funds under public law - also for bill of exchange and check processes -, which do not fall into the material jurisdiction of the district court, is Hannover.
3. We expressly agree with all other customers this named place of jurisdiction for the assertion of claims by means of the reminder procedure §§ 668 ff ZPO as well as in case the customer relocates after the conclusion of the contract his domicile or habitual residence outside the Federal Republic of Germany or the domicile or residence Stay of the purchaser at the time of filing of the claim is unknown.

## XII. Applicable law, Partial ineffectiveness

1. The contractual relationship is governed exclusively by German law: the application of the uniform laws on the international purchase of movable property as well as on the conclusion of international purchase contracts for movable property is excluded.
2. The contract remains binding even in the case of legal ineffectiveness of individual provisions in its other parts. The contracting parties are obliged to replace the ineffective provision by a provision which is as similar as possible in economic success.