

General Terms and Conditions of Sale and Delivery

1. Placing orders

By placing an order with us, irrespective of the chosen form, the Buyer hereby accepts our General Terms and Conditions of Sale and Delivery for the total duration of the business relationship. Any deviations from these terms and conditions, particularly opposing terms and conditions of purchase on the part of the Buyer, shall only be considered binding if we have agreed to these in writing.

2. Prices and payment terms

The price agreement shall apply only to the individual order; repeat orders are regarded as new orders. Should there be any increase in labour costs, material costs or other costs before the order has been filled, we reserve the right to adjust the specified prices accordingly. The prices are calculated for delivery ex factory in euros plus packaging, insurance and VAT.

Payment: within 14 days of the invoice date with a 2% discount, or 30 days net. Invoices for repair work and replacement part deliveries are due net immediately. Payments by bill of exchange shall only be accepted upon prior agreement and solely upon account of performance. Discount charges and other costs shall be borne by the Buyer. In the case of payment by bill of exchange, a discount shall be reimbursed. Bank-level interest may be charged in the case of delayed payment without requiring a previous reminder. All costs arising as a result of late payments, such as reminder fees, collection charges and the like, shall be borne by the Buyer. In the case of default, we are entitled to withdraw from the contract.

3. Delivery

The goods shall be transported to the Buyer, and - if necessary - returned, at the Buyer's own expense and risk; should the goods need to be returned, the latter shall choose the same mode of dispatch as for the delivery, and must also ensure that the goods are sufficiently insured. Goods may only be returned with our prior consent.

Should we fail to comply with delivery periods and dates, this shall not entitle the Buyer to withdraw from the contract or to submit a claim if non-compliance is due to circumstances beyond our control (delivery delays on the part of our suppliers, strikes, breakdowns and the like). Partial deliveries are permitted, unless these have been excluded by express written agreement.

4. Notice of defects

Notices of defects must be submitted by the Buyer in writing, immediately, but no later than one week after accepting the goods at the place of destination. If we have acknowledged such notices of defects, the Buyer is entitled to demand rectification or replacement. Should we fail to rectify the defects or provide replacement, the Buyer is entitled to exercise his statutory rights.

5. Retention of title

The delivered goods shall remain our property until all claims, including all incidental claims, arising from our business relationship have been paid in full, and until all bills of exchange and cheques have been cashed. Should the account be balanced, the retention of title stipulated in the above provisions shall serve as security for our claim against the balance.

Any pledge or assignment by way of security of these retained goods is not permitted. If the retained goods are seized or confiscated on the Buyer's premises, we must be informed of this immediately in writing and

all documentation necessary for an intervention (original of the seizure record, etc.) must be provided. The Buyer is obliged to sufficiently insure the retained goods against loss or damage at his own expense and in our favour. It is agreed that any insurance claims that may arise with regard to the retained goods are assigned to us at this time; we hereby accept the assignment.

At this time, the Buyer shall irrevocably assign to us by way of security any claims arising from the resale of the goods or any claims against third parties on any other legal grounds, as well as his claim arising from the surrender of goods due to retained ownership; we hereby accept the assignment. The Buyer is authorised to collect in trust any claims that have arisen or shall arise in the future in accordance with this provision until such time as he has discharged all payment obligations to us in due form.

Export: our products may only be exported with our express prior consent.

This shall also apply to foreign purchasers with regard to deliveries to third countries. If any of these provisions are violated, the Buyer is entitled to withdraw from all supply contracts that exist between the parties, and to demand compensation.

6. Copyright

Our designs, samples, models and the like are deemed to be our intellectual property and these may not be copied or used in any other way for replication purposes by the Buyer, regardless of how the latter gained possession of such. The Buyer shall be liable for damages, should he violate these conditions.

7. Place of fulfilment, area of jurisdiction

By accepting this form stating our General Terms and Conditions of Sale and Delivery without contradiction, the Buyer hereby confirms that he is a registered trader within the meaning of § 1 HGB (German Commercial Code) and also confirms his irrevocable agreement with the following provisions regarding place of fulfilment and jurisdiction. For both parties, the exclusive place of fulfilment shall be Stuttgart. For both parties, the exclusive area of jurisdiction for any disputes arising from the contractual relationship or its formulation or validity, also for actions regarding bills of exchange and cheques, shall be Stuttgart. Should any of the provisions of these General Terms and Conditions of Sale and Delivery become invalid, this shall not affect the validity of the remaining provisions.