

## General Conditions of Export Business

### 1. General

All our deliveries and services are exclusively based on our General Conditions of Export Business.

Any differing, additional or contrary conditions of the customer, which we do not recognize expressly, will not be binding for us, even if we do not explicitly object to them.

Our offers and our prices are without engagement on our part. Samples on approval are without engagement and their delivery shall by no means constitute any guarantee that they are representative models or samples.

On principle, our prices are only to be understood with domestic packing (no armored cartons).

Additional costs for container shipment, case packing oder disposable pallet containers will always be chargeable to the buyer.

### 2. Delivery

The delivery will always take place at the charge and the risk of the buyer, even if our own vehicles are used for the transport.

Consignments by land are to be understood free German border, beginning with a goods value of EUR 1000,-.

Sea-borne consignments are delivered free German seaport for goods values beginning with EUR 1000,- and F.O.B. German seaport for a goods value beginning with EUR 2000,-.

As far as the freight is to our account, we reserve the right to choose the means of transport for our shipments.

In the case that a C.I.F. shipment has been agreed upon, the additional transport and insurance costs will be ascertained by the seller and charged to the buyer.

### 3. Terms of delivery

Delivery dates or delivery terms, which may be agreed upon as binding or not binding, have to be stated in writing.

They have to be confirmed by us, in order to be effective. The extended term that we are to be granted in the case of a delay must be at least two weeks. If the failure to deliver is not due to our gross negligence or malice aforethought, then the buyer shall only be entitled to rescission.

We use the Incoterms® 2020 rules of the International Chamber of Commerce (ICC) in our pricing.

### 4. Complaints

Complaints due to defects that can be noticed if the goods are carefully examined, will be recognized by us, provided that they are filed in writing within eight days after their receipt and before their processing for use.

The goods must still be in their original packing and should not have been reforwarded in the meantime.

Any other defects have to be filed in writing, within eight days after their discovery, however, three months after their delivery at the latest, by indicating exactly the defects.

If the goods are damaged during the transport, then the buyer will have to assert his right of recourse against the forwarding agency.

In the case of complaints concerning the quality, a sample has to be sent with the complaint. In the case of defective services, the buyer shall be entitled to claim a cancellation of the contract (redhibition). The seller shall be entitled to a replacement.

If there exists a claim for damages, then the liability to pay damages, in the case of a liability due to a violation of contract, shall be limited to the probable damages at the date of the conclusion of the contract.

### 5. Payment

Payment in advance or against irrevocable and confirmed bankers' letter of credit free of our charge. Only in the case of payment in advance we grant a discount of 3% on the net value of the goods.

Any other conditions of payment have to be mutually agreed upon before placing an order.

If any other conditions of payment have been agreed upon, the following shall apply:

At the end of 30 days we shall be entitled to accumulated interests of 1% of the amount invoiced for each month begun. This does not exclude further claims for damages due to the delay.

Unfavourable changes in the creditability of the buyer and posterior knowledge of his unworthiness of credit or justifiable doubts about his creditability entitle us to ask for payment in advance.

Except the discount in the case of payment in advance, granted according to these conditions, no other deductions shall be allowed.

Differences of opinion of any kind shall not entitle the buyer to delay the payment. The assertion of a lien or retainer and also of a setoff shall be excluded, except in the case of uncontested or legitimate claims.

In the case of default, protest or suspension of payments by the buyer, the immediate cash payment of the entire sum credited can be demanded, including possible claims founded on circulating bills of exchange even if they are not yet mature.

### 6. Retention of title

The goods delivered remain our property till the complete purchase price and also any other – even future – claims arising of our business relations have been settled or, in the case of payment by cheque or bill of exchange, till they have been honoured. This is also valid if all the claims or only individual claims have been included in a current account and the balance has been struck and confirmed. As far as the payment is effected by the cheque-bill of exchange method (reversible bill of exchange), the ownership will only be transferred when the bill of exchange will be honoured unconditionally.

The assertion of retention of title or the seizure of the goods we delivered shall not constitute a rescission of contract, as far as the instalment law is not applicable.

The buyer is not entitled to pledge or place in escrow any goods delivered under distraint.

In the case of violation of important terms of contract, especially in the case of default, we shall be entitled to take back the goods, and the buyer shall be liable to restitution.

The buyer has to inform us immediately about seizures or any other imminent encroachments upon our rights by third parties.

If the value of our goods under distraint exceeds 25% of the value of our claim, then we shall have the obligation to release them.

### 7. Place of performance and jurisdiction

Place of performance and jurisdiction for all our deliveries is Freudenstadt, Germany.