

General Terms and Conditions

Vetter Kleinförderbänder GmbH

Revised: 29.03.2018

Scope of Application

These General Terms & Conditions (hereinafter also: "T&C") shall apply for all transactions done by Vetter Kleinförderbänder GmbH (hereinafter also: "we", "us", "our", etc.) with entrepreneurs. Entrepreneur as used in these T&C shall mean individual natural persons, legal entities and partnerships of legal capacity with whom we have business relations, and who are acting in the context of trading operations or of business activities pursued on a self-employed basis. However, our T&C shall not apply if a specific agreement to this effect is reached in any given case.

I. Offer, Quotation Documents, Price

1. Our offers are without obligation. Our offer and all the related quotation documents (e.g. specimens, illustrations, functional specifications, photos, etc.) shall only be definitive subject to the usual technical tolerances.
2. Unless expressly otherwise stated, our prices are given net cash in Euros, excluding costs possibly incurred for packaging, transport, freight, installation, assembly, turnover tax, customs levies or insurance.
3. With no limitations whatsoever, we reserve title to and (where applicable) our intellectual property rights in plans, drawings, drafts and other documents which we provide.

II. Exclusive Application of our T&C

1. We reject all and any general terms and conditions of business which are issued or offered to us.
2. This shall also apply if – despite being aware of terms of business which conflict with or diverge from our own T&C – we still perform, accept or pay for a service without reservation.
3. The T&C of Vetter Kleinförderbänder GmbH shall apply exclusively, unless we have expressly acknowledged the general terms and conditions of business of some other party (e.g. a customer, supplier, service provider, etc.).

III. Payment

1. Payment of the total invoiced amount must be made to us free of charges.
2. The customer shall only be authorised to effect setoff against our receivables if its own claim has been declared *res judicata*, is uncontested, or has been acknowledged by us.

IV. Delivery, Bearing of Risk

1. Unless otherwise agreed, delivery "ex works" is agreed.
2. Risk shall pass to the customer when the goods leave our works. This shall still apply if we are responsible for shipment and assembly.
3. The customer shall likewise bear the transport risk if any of the goods supplied by us are taken back.

V. Non-Binding Nature of Delivery Dates, Withdrawal from the Contract in the Event of Delivery Problems

The delivery periods and delivery dates we give are non-binding as a matter of principle. In the event of a binding delivery period or binding delivery date being agreed instead, the following shall apply, if circumstances for which Vetter Kleinförderbänder GmbH is not responsible and which are beyond our control delay the discharging of the order (e.g. *force majeure*, strikes, lockouts, shortages of commodities and raw materials or other delivery problems beyond our control, assembly obstacles, legal impediments, etc.):

1. If the order cannot be discharged to schedule or by the agreed date, we shall inform the customer to this effect in text form (e.g. email, telefax or letter) without delay.
2. We shall be entitled to withdraw from the contract provided the customer's counter-performance is refunded immediately.

VI. Reservation of Title

1. We shall reserve title to the goods supplied until all the claims based on the business relationship have been satisfied.
2. Even before the passing of title, the customer shall be entitled to onsell the goods in the normal course of business. In this event, the customer here and now assigns to us its future claim to payment of the purchase price, which is created vis-à-vis the third party when the goods are onsold; we accept this assignment. Having made said assignment, the customer shall be authorised to collect the receivables. We reserve the right to collect the receivables ourselves if the customer defaults in payment of the purchase price.
3. Even before the passing of title, the customer shall be entitled to process or remodel the goods supplied or to inseparably join them to other objects. This shall be done on our behalf at all times. If the goods are processed or inseparably joined to objects which do not belong to us, then we shall acquire co-ownership of the new item at a rate of the value of the goods we supplied in proportion to the value of other objects processed, applying their respective value on the date of processing in each case. In all other respects, the same shall apply for the item that is created on processing or inseparably joining the goods as for goods that are supplied subject to retention of title.
4. Until title passes, the customer shall be under obligation to notify us without delay in text form (e.g. by email, telefax or letter) of any onsale, any damage and any third-party interference with the goods (owing e.g. to attachment, or loss of possession for any other reason).
5. Until title passes, the customer shall be under obligation to treat the goods with all due care required in prudent business. Insofar as servicing and/or inspections are required for technical reasons, the customer shall have these carried out promptly at its own expense.
6. On being notified by the customer accordingly in text form, we undertake to release the security to which we are entitled to the extent that the realisable value of our security exceeds the collateralised receivables by more than 10%. The items of security that are released shall be selected at our discretion.
7. If the customer defaults in performance of its obligations, we shall be entitled to withdraw from the contract and demand surrender of the goods.

VII. Limitation of Liability

We shall only be liable for wilful or grossly negligent breach of duty. This shall not apply:

- for losses resulting from mortal injury, physical harm or health damage, or for losses based on a negligent breach of duty on our part or based on a wilful or grossly negligent breach of duty by one of our statutory representatives or vicarious agents;
- for a breach of cardinal duty, i.e. duties which characterise the very essence of the contract, or which jeopardise attainment of the contractual purpose if breached, or performance of which is a prerequisite for

due implementation of the contract in the first place and can always be and is relied upon by the contractual partner;

- if defects in the goods delivered incur liability for personal injury or liability for material damage to private property under the Product Liability Act.

VIII. Right to Withhold Performance, Advance Performance Obligation

We may withhold all or part of our performance until the customer has fully honoured its performance commitment(s) in the ongoing business relationship, irrespective of whether or not there is any connection between the items of performance, and irrespective of whether such performance commitments have been made in a single contract or under multiple contractual agreements. To this extent, the customer shall be obliged to render advance performance.

IX. Data Protection

1. We use data processing installations for handling orders. In order to discharge an order, it may also become necessary to forward data to third parties, whereby we shall comply with statutory requirements as revised and in force at the time.
2. The customer consents to the collection, processing and use of its data (including personal data) for the purpose of handling the order.
3. The customer shall have the right to revoke its consent at any time with future effect.

X. Final Provisions

1. The contract language shall be German.
2. The contractual relationship shall be governed by German law, excluding CISG.
3. Our registered place of business shall be place of performance for all obligations ensuing from the contractual relationship.
4. If the customer is a registered trader, or a public corporation, or represents special assets subject to public law (*öffentliches rechtliches Sondervermögen*), then the parties agree that the court of law having jurisdiction at the registered place of business of Vetter Kleinförderbänder GmbH shall be exclusive venue for all and any disputes arising from the contractual relationship hereunder.