

## General Delivery Terms

### General

The terms and conditions herein contained shall supersede and exclude all general and special terms or conditions imposed or sought to be imposed by the Buyer save as many otherwise be agreed by the Seller in writing. In the event of any discrepancy between the English and German text, the German text shall prevail.

### Delivery

Delivery follows terms to be construed according to Incoterms Rules of the International Chamber of Commerce. Delivered goods remain our property until full payment is received.

### Payment

Payment immediately net. If Buyer fails to pay when the payment is due, interest computed at 2% above the discount rate of the Deutsche Bundesbank will be charged.

### Liability and Claims

Seller shall not be liable for any loss or damage resulting from the use of the goods covered by this invoice for any particular purpose whether or not such use is in accordance with any recommendations of Seller. The Seller will not be responsible for the infringement of patents owned by others.

The Buyer releases and shall hold seller harmless against any losses, claims, damages or liabilities resulting from the sale, the handling or the use of the goods. Claims on account of weight or quality must be made in writing as promptly as possible. Seller's liability for damages shall in no event exceed the purchase price of the particular delivery in respect of which any claim is made.

### Force Majeure

In case of Act of God, war, riots, strike, inability to obtain fuel, power, raw materials, non-availability of shipment for any reason whatsoever of suitable freight space in suitable shipping, accident, breakage of machinery or apparatus,

or other causes beyond the control of the seller preventing the manufacture or shipment of the article, the sale may be cancelled by the seller without any liability.

### Applicable Law and Jurisdiction

The sale shall be governed by German law and any dispute which may arise in connection with the sale shall be referred to competent Courts of München unless seller elects to refer the matter to the Courts of Buyer's domicile. Each shipment of delivery is to stand as a separate contract.

### Currency Alterations

The prices stated by the Seller for the goods are based upon exchange rates current as the date of sale and any deterioration of exchange rates thereafter is for the account of the Buyer.

### Prices

If prices include any costs as official charges, freights, taxes, fees and duties, any increase or adoption of new charges is on account of the Buyer.

### Ownership

All goods will remain our property until payment is made in full. If the goods supplied by us are mixed or blended with either goods prior to payment having been made, the ownership in respect of the mixed or blended goods shall be transferred to us. In case of the sale of finished goods before payment has been made, the claims resulting from the sale of the finished goods shall be considered assigned to us.

### Insurance

In case the Buyer does not buy ex work, expenses for transport and insurances are charged, at which a SVS-Insurance is effected in any case.