

## **General Terms and Conditions**

for use by natural persons or legal entities acting in the exercise of their commercial or self-employed professional activities when concluding this agreement, or by legal persons under public law or a special fund under public law (hereinafter: "Customer").

All agreements, offers and deliveries are made exclusively on the basis of these terms and conditions. They shall therefore also apply to future business relations, even if they have not been agreed on separately. Any deviating, conflicting or supplementary general terms and conditions, even if known, shall not become part of the contract unless their validity is explicitly agreed in writing.

The full version of these general terms and conditions can be found at [www.weisstaler.de](http://www.weisstaler.de) or can be requested from our company address Weisstaler Bödenpresswerke GmbH, Freier-Grund-Str. 122-124, D-57299 Burbach-Wahlbach.

### **§ 1 Supply Contract**

1. Our offers are subject to change without notice. Technical changes as well as changes to the shape, colour and/or weight are reserved within the reasonable scope.
2. Dimensions, weights, illustrations and drawings as well as the information and illustrations contained in brochures and catalogues are approximate values customary in the industry. They are only binding if this has been explicitly agreed in writing.
3. The Customer declares bindingly that he wants to acquire the ordered product when ordering a product.  
We have the right to accept the contractual offer contained in the order within two weeks of its receipt by us. Acceptance may be declared either in writing or by delivery of the goods to the Customer.
4. If the consumer orders the goods electronically, we will store the text of the contract and submit it to the Customer upon request along with these General Terms and Conditions by email.
5. The quality of the goods shall be exclusively subject to the agreed technical delivery specifications. If we are required to deliver according to drawings, specifications, samples, etc. of our Customer, the Customer shall assume the risk of suitability for the intended purpose. The time of transfer of risk shall be decisive for the contractual condition of the goods. In this respect, we shall only be liable for proper craftsmanship.
6. If the Customer withdraws from an order already placed without justifying reasons, we may claim 20% of the sales price as compensation for the costs incurred by processing the order and for lost profit, notwithstanding the possibility of asserting a higher actual loss. The purchaser has the right to prove that a lower damage was incurred.
7. Contracts with an indefinite term can be terminated with a period of notice of 3 months.
8. Unless otherwise agreed in writing, we deliver ex works D-57299 Burbach-Wahlbach.

### **§ 2 Delivery Period**

1. Delivery periods shall only be binding if we have explicitly designated them as binding and confirmed them in writing.
2. The delivery period shall commence upon dispatch of the order confirmation, but not before provision of any documents, approvals, releases that may have to be procured by the Customer and before receipt of any agreed downpayment. If any technical ambiguities or errors in the Customer's order or drawing documents are discovered subsequently, the delivery period shall recommence after their correction.
3. The delivery period shall be deemed observed if readiness for dispatch was reported before its end or if the delivery object has left the factory.
4. Partial deliveries are permissible within the delivery periods specified by us as far as this does not result in any disadvantages for use.
5. If non-compliance with the delivery period is due to force majeure, labour disputes or other events that are outside of the supplier's control, the delivery period shall be extended accordingly. The supplier shall inform the orderer of the occurrence and end of such circumstances as quickly as possible.
6. Conclusion of the contract shall be subject to correct and timely delivery by our suppliers. This shall only apply if we are not responsible for the non-delivery, in particular if we concluded a corresponding hedging transaction with our supplier.

7. If dispatch is delayed upon the Customer's request or for reasons for which the Customer is responsible, the Customer shall be charged, commencing one month after notification of readiness for dispatch, for any costs incurred by storage. For storage at our factory, this shall be at least 0.5% of the invoiced amount per commenced month. Assertion of further rights from default shall not be affected.
8. In case of delivery contracts on call, binding quantities must be reported to us by call at least 3 weeks before the delivery date unless otherwise agreed. Additional costs caused by a delayed call or subsequent changes to the call in terms of time or quantity by our partner shall be at the partner's expense. Our calculation shall be decisive for this respect.

### **§ 3 Remuneration**

1. Unless otherwise agreed, prices are given ex works, i.e. plus a handling fee (for dispatch, packaging, ...), plus the statutory value-added tax.
2. In case of custom products, we shall be entitled to demand reasonable downpayments with the following due dates:
  - 1/3 of the agreed remuneration shall become due upon placement of the order
  - 1/3 of the agreed remuneration shall become due upon notification that the goods are ready for dispatch
  - 1/3 of the agreed remuneration shall become due upon acceptance.
3. Bills of exchange are not accepted.
4. All invoices shall be due for payment within 30 days of the invoice date, unless otherwise agreed in writing. If the Customer enters default of payment, he shall pay interest on the debt at a rate of 8% above the base interest rate during the period of default. However, we reserve the right to prove or assert a higher damage caused by the default.
5. The Customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship.  
The Customer shall only have a right to offset if his counterclaims have been finally established or if we have accepted them.
6. Non-compliance with agreed terms of payment, as well as any circumstances that become known to us only after conclusion of the contract and that give rise to concern that the Customer may not pay on time, shall entitle the supplier to demand immediate collateral for all claims arising from the supply contract no matter of due date and to cease work on the delivery object until the collateral has been provided.
7. We shall draw up a cost estimate for the services to be performed at the Customer's request. Cost estimates that do not lead to the conclusion of a contract shall be subject to remuneration. The amount of the remuneration is listed in the respective applicable price list.

### **§ 4 Price Changes**

1. Price changes are permitted if there are more than four months between conclusion of the contract and the agreed delivery date (even if there are partial deliveries or if partial invoices have been issued). If wages, material costs or market cost prices increase between this and completion of the delivery, we have the right to increase the price appropriately in accordance with the cost increases. The Customer shall only be entitled to withdraw from the contract if the price increase significantly exceeds the increase in the general cost of living between order and delivery.
2. If the Customer is a merchant, a legal entity under public law or a public-law special fund, price changes shall be permitted in accordance with the above provision if there are more than six weeks between the conclusion of the contract and the agreed delivery date.

### **§ 5 Confidentiality**

1. The contractual partners shall only use the documents (including any samples, models and data) and knowledge received from the business relationship for the jointly pursued purposes. They shall keep them secret from third parties with the same care as they do their own documents and knowledge if the other contractual partner designates them as confidential or has an obvious interest in keeping them secret.
1. This obligation shall commence upon the first receipt of the documents or knowledge and ends 36 months after the end of the business relationship.
2. The obligation shall not apply to documents and knowledge which are generally known or which were already known to the contracting party upon receipt without the contracting party being obliged to maintain secrecy or which are subsequently transmitted by a third party authorised to pass them on or which are developed by the receiving contracting party without the use of documents or knowledge of the other contracting party which are to be maintained secrecy.
3. If one contractual partner provides any drawings or technical documents concerning the goods to be delivered or their manufacture to the other, these shall remain the property of the disclosing contractual partner.

### **§ 6 Templates and Production Equipment**

The moulds, tools and design documents produced by us for the execution of the order shall be our property exclusively. The Customer shall not be entitled to any claims in this respect, even if he bears part of the costs for the production of moulds, tools and design documents.

### **§ 7 Packaging and Shipping**

1. Packaging materials shall become the Customer's property and shall be invoiced by us within the scope of the processing fee pursuant to § 3, items 1+2, of this agreement. The choice of the shipment type shall be at our best discretion.
2. The Customer must inform the parcel service / forwarder / carrier of any transport damage without culpable delay and notify us.
3. The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer when the goods are handed over to the parcel service / forwarder / carrier or another person or institution designated to perform the shipment.
4. It shall be equivalent to the handover if the purchaser is in default of acceptance.
5. Prices given without shipping fees shall apply on condition of unhindered rail, road and sea traffic on the relevant traffic routes. Wrong freight shall at the Customer's expense.

### **§ 8 Warranty**

The quality of the goods shall be exclusively subject to the agreed technical delivery specifications. If we are required to deliver according to drawings, specifications, samples, etc. of our partner, the partner shall bear the risk of suitability for the intended purpose. The time of transfer of risk according to § 7 no. 3 shall be decisive for the contractual condition of the goods.

1. We shall not be liable for defects of material caused by unsuitable or improper use, defective assembly or commissioning by the Customer or any third parties, regular wear and tear, defective or negligent handling, or for any consequences of improper modifications or repairs performed by the Customer or third parties without our consent. The same shall apply to defects that only insignificantly reduce the value or suitability of the goods.
2. We must be given the opportunity to determine the defect reported. Goods subject to complaint must be returned to us without undue delay upon request. If the Customer does not comply with these obligations or makes changes to the goods already complained about without our consent, he loses any claims for material defects.
3. For defects in the goods, we initially provide warranty at our discretion by repair or replacement delivery.

4. If the supplementary performance fails, the Customer may, at his discretion, demand a reduction of the remuneration (reduction) or rescission of the contract (withdrawal). In case of a minor breach of contract, in particular in case of minor defects, the Customer shall not, however, be entitled to withdraw from the contract.
5. The Customer must notify us in writing of obvious defects immediately, and no later than within a period of 10 days from receipt of the goods; otherwise, the assertion of the warranty claim shall be excluded. Timely dispatch shall be sufficient to meet the deadline. The Customer shall bear the full burden of proof for any prerequisites for the claim, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect.  
If acceptance of the goods has been agreed with the Customer, the goods shall be deemed to have been approved upon acceptance. Further claims for defects by the Customer are then excluded, unless the defect was not identifiable even after careful inspection at the time of acceptance.
6. If the Customer wants to withdraw from the contract due to a defect of title or material after failed subsequent performance, he shall not be entitled to any additional claims to damages because of the defect.  
If the Customer demands damages after failed subsequent performance, the goods remain with the Customer if this is reasonable. Compensation shall be limited to the difference between the purchase price and the value of the defective item. This shall not apply if we have caused the breach of contract maliciously.  
For entrepreneurs, the warranty period shall be 1 year from delivery of the goods. This shall not apply if the Customer has not reported the defect to us in time (item 5 of this provision) or where longer periods are required by law, in particular for defects to a building and for goods used in a building in accordance with their customary use and that have caused the building to be defective.
7. The manufacturer's product description shall be deemed solely agreed as the quality of the goods. Public statements, praise or advertising by the manufacturer (of the product or individual components thereof) shall not represent any additional contractual information concerning the quality of the goods.  
If the Customer receives any defective assembly instructions, we shall only be obligated to supply defect-free assembly instructions. This shall only apply if the fault of the assembly instructions prevents proper assembly.
8. The Customer shall not receive any guarantees in the legal sense from us. Any manufacturer's warranties remain unaffected by this.
9. The partner's statutory rights of recourse against us shall only exist to the extent that the partner has not reached any agreements with his Customer which go beyond the statutory claims based on defects.

## **§ 9 Limitation of Liability**

1. In case of slightly negligent violations of obligations, our liability shall be limited to the foreseeable, direct average damage typical for the contract based on the type of goods. This shall apply to slightly negligent violations of obligations by our legal representatives or vicarious agents.  
We shall not be liable for slightly negligent violation of insignificant contractual obligations. In particular, other and further claims of the Customer against us are excluded. This shall in particular apply to any claims for damages due to violation of obligations arising from the contractual obligation and tort. We shall therefore not be liable for any damage that not caused to the delivered goods themselves. In particular, we shall not be liable for any lost profit or other financial loss of the Customer.
2. The above limitations of liability shall not apply to any claims of the Customer arising from product liability. Furthermore, the limitations of liability shall not apply in case of injury or damage to health or loss of life of the Customer not due to our fault.

3. The Customer's claims for damages due to a defect shall expire 1 year after delivery of the goods. This shall not apply if we can be guilty of malicious intent.
4. As far as our liability is excluded or limited, this shall also apply to the personal liability of our representatives and vicarious agents.

### **§ 10 Retention of Title**

1. We reserve title to the goods until full settlement of all claims arising from an ongoing business relationship, regardless of the legal basis on which they arise.  
In case of a current account, the retention of title shall serve as collateral for our respective balance claim. This shall also apply if payments are made by the Customer for certain claims.
2. The Customer is obligated to treat the goods with care. The Customer must perform any required maintenance and inspection work regularly at his own expense.
3. Processing or transformation of the reserved goods shall always be performed for us as manufacturer. We shall not incur any liability from this. If the reserved goods are processed or transformed with other goods not supplied by us, we shall receive a co-ownership share in the new object in the ratio of the value of the reserved goods to the value of the other processed or transformed goods at the time of processing or transformation.  
If our title in the reserved goods expires due to combination or mixing, the Customer hereby assigns his (co-)ownership rights in the new object or the mixed object to us in the amount of the value invoiced for the reserved goods. He shall store them in safely for us free of charge. The new object (hereinafter the "New Object") from processing, transformation, combination or mixing, or the (co-)ownership rights in the New Object due to us or to be transferred to us in accordance with this item shall secure our claim in the same way as the reserved goods themselves in accordance with item 1. As far as the following provision of these items do not stipulate differently, this shall apply to the New Object accordingly.
4. The Customer may sell the reserved goods only in his ordinary course of business, at customary terms and conditions and only while meeting his payment obligations to us on time. The Customer is obligated to resell the reserved goods only under retention of title and to ensure that the claims from such further sale transactions can be transferred to us.
5. The Customer's claim from a further sale of the reserved goods is hereby assigned to us. We accept the assignment. The claim shall serve as collateral for us to the same extent as the reserved goods. If the Customer sells the reserved goods together with other goods not supplied by us, the assignment of the claim shall only apply to the amount of the invoice resulting from the further sale of our reserved goods. In case of the sale of the goods in accordance with item 3 or the statutory provisions governing the combination and mixing of the item in our co-ownership, the assignment of the claim shall apply in the amount of our co-ownership share.
6. If the Customer includes any claims from the further sale of reserved goods in a current-account relationship with his own customers, he hereby assigns an acknowledged or final balance in his favour to us in the amount of the total claim from the further sale of our reserved goods included in the current account relationship.  
The preceding paragraph shall apply mutatis mutandis.
7. The Customer may collect the claim assigned to us from the further sale of the reserved goods. The Customer must not assign the claim from the further sale, even within the scope of a genuine factoring contract.
8. We may revoke the collection authorisation at any time in case of default in payment, cessation of payments, transfer of the Customer's business operations to third parties, impaired creditworthiness and trustworthiness or dissolution of the Customer's company, as well as in case of a violation of contractual obligations by the Customer pursuant to item 3 of this section. In that case, the Customer is obligated to inform his customers of the assignment of the claim to us without undue delay, and to provide us with all information and documents required for collection. Furthermore, he shall then be obligated to surrender any securities due to him for claims against his customers to us or transfer them to us.

9. If the value that can be realised from our existing collateral exceeds our secured claims by more than 15%, will release collateral of our choice at the purchaser's request upon request.
10. The Customer is obligated to inform us without undue delay about any attachment or any other or factual impairment of or danger to the reserved goods or our other collateral.
11. The Customer undertakes to sufficiently insure the reserved goods, in particular against fire, water, storm, lightning and theft. He hereby assigns his claims from the insurance contracts to us.
12. We have the right to withdraw from the contract and demand return of the goods due to breach of contract by the Customer, in particular in case of default in payment or breach of an obligation under this section. In this case, the Customer hereby consents to us removing the reserved goods or - if we are the sole owner - the New Object within the meaning of item 3 of this section, from the Customer's premises or having them removed.  
The Customer shall give us, or persons charged by us, access to perform these measures, as well as for a general inspection of the reserved goods or New Objects at any time.

### **§ 10 Final Provisions**

1. The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods are excluded.
2. The exclusive place of jurisdiction for any disputes arising from this contract shall be the court with competent for our headquarters if the Customer is a merchant, a legal entity under public law or a public-law special fund for any disputes arising from this contractual relationship. We shall also have the right to sue at the Customer's headquarters. The same shall apply if the Customer does not have a general place of jurisdiction in Germany or if his place of residence or habitual abode is unknown at the time the action is brought.
3. The place of performance shall be D-57299 Burbach-Wahlbach.
4. If any individual provisions of the contract with the Customer, including these General Terms and Conditions, are or become invalid wholly or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision that comes as close as possible to the invalid provision in its economic result.
5. Transfers of rights and obligations of the Customer from the contract concluded with us shall require our written consent in order to be effective.

### **Data Protection Clause**

We have the right to store personal data concerning the Customer within the scope of automatic data processing in accordance with the provisions of the Federal Data Protection Act.