

## GENERAL TERMS & CONDITIONS

### 1. Conditions and ancillary agreements

**1.1** Unless agreed otherwise by separate contract, orders placed with Company Winkler shall be accepted and carried out according to the following conditions. This shall also apply to all follow-up orders where this is not expressly stated. At the time of order placement, the Customer shall accept these conditions as legally binding. Delivery by Company Winkler shall not constitute agreement with the Customer's different conditions.

**1.2** Deviations, modifications or additions of the following conditions of contract shall require Company Winkler's written confirmation to become effective.

### 2. Formation and subject matter of contracts

**2.1** Sales offers by Company Winkler are always subject to confirmation. A contract shall only be concluded upon Company Winkler's written acknowledgement of order. Company Winkler's scope of performance shall be based exclusively on the contents of the written acknowledgement of order.

**2.2** Orders shall be executed on the basis of specifications, models, plans, drawings, pictures or other documents from Company Winkler. The latter reserves the right of ownership of all sales documents and the corresponding rights of exploitation protected by copyright. These items may not be reproduced nor made available to third parties without Company Winkler's consent. If an order is not placed, the items shall be returned to Company Winkler at its domicile (even if not specifically requested to do so).

**2.3** If products are modified after contract conclusion, due to further product development, Company Winkler shall be allowed to supply a technically changed design provided the interests of both parties are taken into account and Customer can reasonably be expected to accept the change. This applies likewise to products forming part of a total order of high-volume goods.

**2.4** Unless Company Winkler has agreed by separate contract to observe specific dimensions and special tolerances, deviations customary in the trade or permissible under DIN shall apply.

**2.5** If the performance rendered is based on drawings or samples supplied by the Customer, the latter shall be responsible for ensuring that the protective rights of third parties are not infringed and that Company Winkler shall be exempted from claims by third parties in the event of infringement or damage.

**2.6** Company Winkler shall be entitled to performance by successive instalments for which appropriate part payment may be requested.

### 3. Delivery time

**3.1** The delivery date can only be observed if all the documents, permits and information to be provided by the Purchaser, and required for order processing, are received in time. In this context, the Purchaser shall fulfil all the remaining contractual obligations, in particular payment of amounts due, also with respect to previous deliveries.

**3.2** The agreed delivery time shall begin when all the conditions mentioned in the previous paragraph have been met.

**3.3** The delivery time shall be interrupted when the completion or delivery of the product is delayed due to circumstances for which the Purchaser is responsible or due to other unforeseen obstacles, in particular force majeure.

**3.4** Delivery shall have been effected on time if the goods are dispatched before the delivery deadline or if the Purchaser has been notified that the goods are ready to be collected.

### 4. Delayed delivery and impossibility of performance

**4.1** If performance of contract becomes impossible for Company Winkler or if Company Winkler's performance is delayed, the Customer may withdraw from the contract in accordance with the legal regulations or claim damages. The claim for damages shall be restricted to maximal 5 % of the net value of the relevant delivery.

### 5. Customer's duty to examine the goods, duty to give notice of defects, and duty to take delivery

**5.1** At the time of acceptance of the freight, the Customer shall examine whether there is any noticeable damage or loss. Where such damage is found, the Customer shall request the carrier to take down the facts. Furthermore, the Customer shall notify Company Winkler immediately.

**5.2** Other apparent causes for complaint shall be communicated to Company

Winkler in writing within one week after receipt of the goods/subject of the contract. If notice of defects is not given in time, the delivery shall be considered to be free from defects.

**5.3** The Customer shall also take delivery, without prejudice to his rights, if the goods show acceptable differences which do not prevent the use of the objects supplied or of individual parts thereof.

**5.4** For business persons, the regulations of §§ 377 ff. HGB (German Commercial Code) shall primarily apply.

### 6. Liability for defects and rejection of other warranty claims and claims for damages

**6.1** If defects become apparent within 6 months of delivery and if these defects were verifiably in existence at the time of the passage of risk, they shall be remedied free of charge or, at Company Winkler's option, removed by a substitute delivery (opportunity to cure). Replaced parts shall become the property of Company Winkler. Company Winkler shall not be liable for any defects and consequences due to natural wear and tear, incorrect handling, interference by the Customer or third parties, as well as chemical, electrical or other influences.

**6.2** When a defect has been noticed, Company Winkler shall be notified in writing immediately. The Customer shall grant Company Winkler adequate time and opportunity to remedy the defect, otherwise Company Winkler shall be discharged of any further liability in connection with the defects. Company Winkler shall be entitled to arrange for remedy of defects by a third party. In so far as the expenditure for the remedy of defects is increased as a result of moving the subject of the contract after delivery/acceptance to a place other than the residence or the business location of the purchaser, the Customer shall bear these costs, unless the transport corresponds to the intended use of the subject of the contract.

**6.3** Remedy of defects and replacement parts are covered by Company Winkler's warranty to the same extent as the original delivery item.

**6.4** In the case of production according to the Customer's drawings, Company Winkler's liability for defects shall be restricted to construction in conformity with the design; in the case of design work commissioned by the Customer, it shall be restricted to the product corresponding to the state of the art. Company Winkler shall not be liable for defects resulting from any faulty design/ drawing/ etc. by the Customer.

### 7. Statutory limitation in time

**7.1** Claims arising from the liability for defects shall be statute-barred as from 6 months after the date of delivery/acceptance. Claims for damages due to defects and consequences thereof shall be statute-barred after the same period. Other claims shall become statute-barred within 24 months as from the passage of risk.

**7.2** Consumer contracts are governed by the relevant legal regulations.

### 8. Prices and terms of payment

**8.1** Prices shall apply as from the place of dispatch, excluding freight, packaging, insurance and other incidental expenses which the Customer shall bear even if they are not specifically itemized.

**8.2** Value-added tax to the legally required amount shall be shown separately on the invoice and shall be payable by the Customer.

**8.3** Orders with an agreed delivery time of more than 4 months shall be calculated on the basis of the list prices valid on the delivery day, unless fixed prices have been expressly agreed.

**8.4** Payment shall be in cash, by bank transfer or cheque free of Company Winkler's place of payment. Payment shall be effected as soon as the amount is finally at Company Winkler's disposal.

**8.5** Payment shall be due within 30 days after date of invoice. For payments within 10 days after date of invoice a cash discount of 2 % of the invoiced value of the goods shall be granted. The cash discount shall not be applicable if the payment does not include the full settlement, without deductions, of all other amounts due from previous deliveries.

**8.6** In the case of default in payment, Company Winkler may, without special demand for payment, charge interest on arrears amounting to 8 % above the relevant base interest rate; Company Winkler reserves the right to prove and claim greater damage

### 9. Reservation of ownership

## GENERAL TERMS & CONDITIONS

**9.1** The Seller shall retain ownership of the goods delivered until the price has been fully paid and until further claims arising from the existing business relationship with the Purchaser have been met.

**9.2** The Purchaser shall only be entitled to resell the goods or connect them with other movable goods within the scope of his regular business operations. It is his duty to ensure that the Seller's reservation of ownership is maintained where possible. Furthermore, the Purchaser shall already at the present time assign to the Seller the full amount of the purchase price of the possibly processed item due from his own buyers, up to a maximum of 120 % of the Seller's receivables. The Seller shall accept this assignment. The Purchaser shall inform the Seller of the identity of his own buyer.

**9.3** The authority to collect shall remain with the Purchaser subject to cancellation. Any amounts collected shall be passed on by him immediately to the Seller. At the request of the Seller, the Purchaser shall be obliged to inform his own buyer about the assignment and to supply the Seller with all documents and information required by the latter to assert his rights.

**9.4** If on the basis of the connection of the conditional commodity with other movable goods the Purchaser acquires sole ownership by act of law, he shall be obliged to grant co-ownership to the Seller amounting to a proportion corresponding to the value of the conditional commodity. With the production of the new object, agreement on the transfer of co-ownership shall be regarded as reached. Instead of a handover, the Purchaser shall hold the new object in joint possession within the framework of a custody agreement in favour of the Seller.

**9.5** The assertion of reservation of ownership rights shall not be regarded as withdrawal from the contract.

### **10. Tools and special equipment**

**10.1** Any tools and special equipment made by us shall remain our property even if the total or partial costs are set out separately on the invoice.

**10.2** In the case of tools made available to us by the Purchaser for the purpose of carrying out an order, we shall be liable according to the rules for gratuitous safekeeping. Provided no parts have been produced herewith for a period of 5 years, we shall have the right to scrap these tools.

### **11. Liability for customer's material**

**11.1** If material supplied by the Purchaser for the purpose of treatment and processing is damaged or rendered unusable during treatment or processing, we shall only be liable if the damage is due to gross negligence, but only to the amount of 10% of the manufacturing value.

**11.2** Any material from customers stored on our premises shall be insured by us at our expense against burglary, robbery and fire; in the event of such damage we shall make over our insurance claims to the owner of the material with the effect of discharging the debt, if requested by him to do so. Beyond this we are liable for damage to and loss of such materials according to the rules for gratuitous safekeeping.

### **12. Place of jurisdiction and applicable law**

**12.1** If the Purchaser is a registered business person, a legal person under public law, or a special fund under public law, place of jurisdiction for all disputes shall be Heidelberg, Germany. Only the original German version of these Terms & Conditions shall be valid in law. The Seller additionally reserves the right to institute legal proceedings at the Purchaser's general place of jurisdiction.

**12.2** Subsidiarity clause Should any of the provisions of the above General Terms & Conditions be or become invalid, the other provisions shall not be affected thereby. The parties to the contract have a mutual obligation to replace any invalid or impracticable provision by

another provision that is as close as possible to the intended purpose and economic meaning of the provision to be discarded.

**12.3** Applicable shall be the law of the Federal Republic of Germany excluding the Haager Einheitliche Kaufgesetze (Hague uniform purchase laws).