

# Richard Stenzhorn GmbH

## General Conditions of Sale

### 1. Conclusion of Contract

Our written confirmation of order and these General Conditions of Sale have exclusive validity for the contracts. Other conditions or oral agreements require our written acceptance.

The customer's Conditions of Purchase are hereby expressly contradicted.

### 2. Prices, Terms of Payment, Cash Discounts

The selling prices are deemed to be ex works, net of packaging. All taxes and duties which are payable in the country of destination are to be borne by the ordering party.

Set prices for metal cannot be subsequently changed.

Prices are calculated on the basis of the quantity or weight determined by us.

Payments are normally to be made net cash within a period of 30 days. We only grant a cash discount upon agreement and not before all other receivables due to us have been settled. Payment and discount periods commence as from the date of invoice. A repayment will be subsequently demanded of cash discounts which have been deducted without entitlement.

Should a time allowed for payment not be adhered to, we are entitled to demand default interest amounting to 5% above the correspondingly valid basic rate of interest (discount rate).

A setting-off and retention is only permissible if the ordering party's counter-claim has been finally and conclusively determined or is undisputed.

If the execution of the contract is at a risk due to a lack of an ability to pay on the part of the ordering party and this is still the case if there is a dispensation with or serious reduction of the credit limit of our trade credit insurance, we can refuse our obligatory performances and revoke all times allowed for payment in addition to demanding an advance payment (cash in advance) as security.

If the ordering party should be in default of payment, we are entitled to collect the goods from the ordering party's business premises and we can also prohibit a subsequent treatment or sale and removal of the supplied goods.

Refinancing bills of exchange will only be accepted when expressly agreed and in accordance with conditions which are agreed to in individual cases.

### 3. Periods of Delivery

The period of delivery commences on the date of our confirmation of offer but not prior to clarification of all of the details of the execution.

Periods of delivery and delivery dates only specify the stated calendar week (cw) ex works.

The ordering party is unable to assert any claims arising from a delayed delivery.

Goods which are ready according to schedule which are not accepted or collected by the ordering party will be taken into storage at our own discretion and at the risk of the ordering party and delivered and invoiced at "ex works".

### 4. Reworking Orders

With regard to reworking orders, the agreed prices and periods of delivery are subject to the premise that the required reworking materials are available in good time prior to the execution of the order and that they are free from defects.

### 5. Defaults in Performance/ Delay

Stoppages and force majeure entitle us to extend the agreed period of delivery for the duration of the stoppage in addition to a reasonable start-up time.

We are only deemed to be in delay if we do not perform within a reasonable extension of the original term on grounds within our control after the performance is due and the ordering party has issued us with a written warning. The prerequisite for this is that the ordering party is itself not in default of a duty arising from the business relationship.

### 6. Passing of the Risk

Each of the risks passes to the ordering party upon the goods leaving our shipping department, irrespective of whether the goods are sent "ex works" or the ordering party collects.

The ordering party is not entitled to refuse partial deliveries.

In the case of a "carriage paid" shipment being agreed to, we determine the freight forward, the carrier and the route.

### 7. Warranty

The ordering party is to inspect the incoming goods without delay. Written notification of defects of quality, incorrect deliveries and shortages is to be made without delay but 5 workdays after receipt of the goods, as long as the determination can be made as a result of reasonable inspections. Should concealed defects not be detected during the initial inspection but at a later date, this is to be notified in writing within a period of 5 workdays of them being discovered, and immediately desist with any machining or processing.

If the ordering party does not inform in good time, the goods are deemed to have been accepted with regard to the defect. The same is the case if the ordering party does not enable us to carry out a proper inspection of the defect.

If the ordering party machines or processes the goods, we can assume that the goods are suitable for the use of the ordering party.

With regard to immaterial defects of quality, to which the goods are subjected, we are entitled to remedy the defects on two occasions. The contractual partner is entitled to demand a reduction or repudiate the contract should such remedies finally fail.

Defective part-deliveries do not constitute grounds for the ordering party to determine any rights whatsoever with regard to the remaining part-deliveries.

### 8. Technical Advice and Guarantee

We provide technical advice according to the best of our knowledge and ability. It is however non-binding and does not exempt the ordering party from carrying out its own tests and inspections. The ordering party is solely responsible for adhering to the legal provisions when using our goods.

Information pertaining to the scope of delivery, dimensions, weights, materials, appearances and designation of the goods is not deemed to be a quality and manufacturability guarantee. The honouring of a guarantee must be expressly agreed to in writing.

### 9. Over-deliveries and Under-deliveries

A deviation in the weight, number of items or specification of the supplied goods from our information in the delivery note and invoice is to be proven by the ordering party. By all deliveries or requests for delivery, we reserve the right to make technically-related over-deliveries and under-deliveries of maximum 10%. The tolerances stipulated in the valid DIN version have validity for the prescribed values, in other cases, the deviations which are permissible and customary in trade. References to standards, work's test certificates, etc. is not deemed to be a guarantee for the quality of the goods.

Partial deliveries are permissible, each partial delivery is deemed to be a legally independent transaction.

### 10. Reservation of Title

The goods remain our property until such time as all current and future claims arising from the business relationship entered into with the ordering party have been fulfilled.

If the goods are manufactured by the ordering party, we are deemed to be the manufacturer, without us incurring obligations from this and we acquire ownership of the goods which result as a consequence. If the processing is carried out together with other materials, we acquire co-ownership thereof in the ratio of the invoice value of our goods to the other materials.

If our goods are joined to or mixed with other objects belonging to the buyer and these are deemed to be the main object, the co-ownership of the object is granted to us in the ratio of the invoice value of our goods to the invoice value of the main object. In this case, the ordering party is deemed to be a custodian.

The ordering party already assigns all claims arising from the sale of goods in which we have a reservation of title in the scope of our share of ownership in the sold goods, this assignment being by way of security.

As long as it meets its duties arising from the business relationship entered into us within the prescribed time limit, the ordering party is entitled to dispose of goods owned by us in the normal course of business, in addition to it recovering the assigned claim.

In the case of a breach of duty on the part of the ordering party – especially in regard to the terms of payment, we are entitled to demand the provisional handing over of the goods which are subjected to a reservation of title, without requirement of an exercising of a repudiation and fixing of a final deadline, the costs for this having to be borne by the ordering party. Our demand has the consequence that the ordering party is to grant us access to the stocks and enable us to repossess our goods. We are also entitled to revoke the right to recover claims.

When requested to do so by us, the ordering party is to provide us with all of the required information concerning the goods which are subjected to a reservation of title which he has in his stocks.

If the value of the security provided to us exceeds the value of our claims by more than 20%, we are upon demand of the ordering party, obliged to release the securities, we choosing which are to be released.

### 11. Limitation of Liability

If our duty to provide compensation is only founded by a slightly negligent breach of fundamental contractual duties, we limit our compensation liability for our legal representatives or vicarious agents to the damage which is foreseeable and typical for such a contract, the exception being for death, injury or health impairments.

If our duty to provide compensation is only founded by a slightly negligent breach of non-fundamental accessory duties, we exclude our liability for our legal representatives or vicarious agents, the exception being for death, injury or health impairments.

In all other cases of a liability for compensation arising from a negligent breach of duty, our liability is restricted to compensation for damage which is typical for such a contract and foreseeable by us, irrespective of the legal basis. Alternatively, we exclude our liability for compensation on behalf of our legal representative or vicarious agent, in as far as this concerns a slightly negligent breach of a contractual duty of a kind and consequence which does not place the contractual purpose at a risk, the exception being for death, injury or health impairments.

The foregoing provisions have no validity for claims asserted in accordance with the German Product Liability Act.

Should a claim be asserted against us on the basis of a Manufacturer's Liability pursuant to section 823 BGB (German civil code), we restrict our liability over and above the foregoing, to damages which are typical for such a contract and material in question. Should our insurance not provide indemnification in full or in part, our liability remains restricted to the insured sum. If the insured sum is not typical for the damage, contractual and material, we restrict our liability in such cases to the damage amount which is typical for the damage, contract or material.

Immediately after detecting a defect, the ordering party has a duty to working towards the absolute avoidance of additional damages. Together with the notification of defects, the ordering party is also to state the expected damage value. The ordering party will provide us with immediate written notification of the occurrence of any situations which can influence the value of the damage. If the ordering party should not provide us with this notification, we do not have a duty to indemnify pecuniary damages over and above this amount.

Our liability to compensate in accordance with Section 823 BGB excludes all defects and faults and defects in the goods which are caused by our suppliers (especially galvanic plants) and which cannot be detected by ourselves (even when applying the necessary care).

### 12. Limitation of Actions

All guarantee claims and claims for compensation are subjected to a limitation of actions 12 months after delivery or the performance as long as a longer guarantee period is not agreed to in writing or this is compulsorily stipulated by acts of law.

### 13. Place of Performance, Jurisdictional Venue, Applicable Law

The place of performance and jurisdictional venue for all obligations arising from this contract is Velbert. German legislation has exclusive validity as the basis for all contracts.

The INCOTERMS 2010 have validity for all trade terms.