

General Terms and Conditions of Sale, Delivery and Payment of Rudolf Dankwardt DmbH

§ 1 General; Scope of Application

(1) These General Terms and Conditions of Sale (GTCS) shall apply to all our business relations with our customers (hereinafter referred to as „Customer“). The Terms and Conditions shall apply only if the Customer is an entrepreneur within the meaning of § 14 BGB, German Civil Code (B2B transactions), a legal person of public law or a public special fund.

(2) The GTCS apply in particular to contracts on the sale and/or delivery of movable objects ("goods"), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 651 BGB). Unless otherwise agreed, the GTCS in the version valid at the time of the Customer's order or the version last provided to the Customer in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

(3) Our GTCS shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Customer shall only become part of the contract if and insofar as we have expressly consented to their application. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the Customer without reservation in the knowledge of the Customer's General Terms and Conditions.

(4) Individual agreements made with the Customer in individual cases (including collateral agreements, additions and amendments) shall in any case take precedence over these GTCS. A written contract or our written confirmation shall be authoritative for the content of such agreements, subject to proof to the contrary.

(5) Legally relevant declarations and notifications to be submitted to us by the Customer after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction of price) require the written form to be legally valid.

(6) References to the applicability of statutory provisions shall only have clarifying relevance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCS.

(7) Severe events, such as in particular force majeure, labor disputes, riots, armed or terrorist conflicts, which entail unforeseeable consequences for the performance of services, shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect, even if they should be in delay of performance. This shall not result in an automatic termination of the contract. The contracting parties shall be obliged to inform each other of any such impediment and to adjust their obligations to the changed circumstances according to the principles of good faith.

(8) The Incoterms® in the respective valid version shall apply.

§ 2 Conclusion of Contract

(1) Our offers are subject to change and non-binding, unless expressly stated otherwise in the offer. This shall also apply if we have provided the Customer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other

product descriptions or documents - also in electronic form - for which we reserve property rights and copyrights.

(2) The order of the goods by the Customer shall be considered as a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within two weeks of the date of its receipt by us.

(3) The acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the Customer.

§ 3 Period of Delivery and Delay in Delivery

(1) The deadline for delivery or period of delivery shall be agreed on individually or indicated by us upon acceptance of the order and shall be considered only as approximately determined. It is therefore not binding and is subject to the possibility of delivery. This shall not apply in case we have assured a delivery period or delivery deadline in writing. The agreed delivery period shall be deemed to have been met if we have notified the Customer of completion and readiness for collection by the time of its expiry, unless in exceptional cases an obligation to deliver or send the goods to the Customer has been agreed on.

(2) Compliance with the obligation to deliver requires the timely and proper fulfillment of the Customer's obligations. We reserve the right to plead non-performance of the contract. The Customer assures to provide correct and complete address data. If additional costs arise during shipment due to incorrect information (f. ex. renewed shipping costs), these shall be borne by the purchaser. Deadlines and dates shall be extended or postponed, without affecting our further rights, by the period of time during which the customer fails to fulfill his/her own obligations - including those arising from other contracts. Delivery deadlines and delivery periods indicated by us shall therefore not commence prior to the supply of documents, approvals, releases, the non-supply of owed active substances, raw materials or packaging materials or before the receipt of an agreed down payment which are to be procured by the customer.

(3) Delays occurring at pre-suppliers/suppliers (for e.g. raw materials and packaging materials) specified by the Customer shall not be attributable to us. If the Customer specifies or provides the supplier, the Customer must reimburse us for any resulting line-loss.

(4) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the Customer thereof promptly and simultaneously notify the Customer of the expected new delivery deadline. If the service is likewise not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any counter-performance already rendered by the Customer. Non-availability of the service in this sense shall be deemed to be in particular the non-timely self-delivery by our supplier if we have concluded a congruent covering transaction, neither we nor our supplier are at fault or we are not obliged to procure in the individual case.

(5) Changes in planning (e.g. changes in quantity, changes of dates, etc.) are only possible up to 6 weeks before the start of production. In the event of such a change in planning, we have the right to charge the customer 90% of our machine and personnel costs (fixed with the Customer as Conversion Cost) as compensation costs. The 6 week period is defined as the "Frozen Zone". The customer is entitled to prove that we have incurred no costs at all or only significantly lower costs than the aforementioned lump sum.

§ 4 Delivery, Transfer of Risk, Acceptance, Delay of Acceptance

(1) Delivery shall be made ex warehouse (INCOTERMS 2020), which is also the place of performance for the delivery and any supplementary performance. At the Customer's request and expense, the goods shall be shipped to another destination (sale by dispatch). Unless otherwise agreed, we shall be entitled to determine the type of dispatch (in particular transport company, shipping route, packaging) ourselves.

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer at the latest upon handover (INCOTERMS 2020). In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the dispatch. This shall apply irrespective of whether the goods are dispatched from the place of performance and who bears the transport costs. If an acceptance has been agreed, this shall be decisive for the transfer of risk. Furthermore, the statutory provisions of the contract law for work and services shall also apply respectively to an agreed acceptance. The handover or acceptance shall be deemed equivalent to the Customer being in delay of acceptance.

(3) If the Customer is in delay of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Customer is responsible, we shall be entitled to claim a lump-sum damage compensation for the damage caused by the Customer's delay of acceptance in the amount of 10% of the agreed net order value for the non-accepted part of the delivery. The lump-sum compensation shall also apply in the event that we withdraw from the contract due to the Customer's delay in acceptance.

The proof of higher damages and our statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be set off against further monetary claims. The Customer shall be entitled to prove that we have not incurred any damage at all or a significantly lower damage than the aforementioned lump sum.

(4) We shall not be obligated to perform partial deliveries and partial services, but shall be entitled to do so, unless the partial delivery or partial service is unreasonable for the Customer.

(5) The Customer shall bear the risk during the return transport of the delivery if the return transport takes place after a withdrawal from us due to a violation of obligations on the part of the Customer or as a gesture of goodwill on our part.

(6) If an agreed delivery deadline is exceeded, the Customer shall be entitled to withdraw from the contract if we have not performed within the grace period set by the Customer of at least three weeks and if we are also responsible for this. The setting of a deadline is not required if this is dispensable by law. The withdrawal of the Customer must be declared in writing and at the latest within two weeks after expiry of the grace period set.

(7) Remaining stocks of raw materials and packaging materials (so-called "Leftovers") are to be accepted by the Customer or utilized if they are no longer required and/or have expired. Leftovers will be stored by us for a maximum of 12 months at 20€/pallet/month for the Customer. Afterwards they will be disposed of. The Customer has to bear the costs of disposal. The risk of deterioration or accidental loss of the leftover is transferred to the customer if they are no longer required and/or have expired and the customer has been requested to accept or dispose of them.

§ 5 Prices and Terms of Payment

(1) Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, ex warehouse, plus statutory VAT and plus packaging, delivery and other additional costs (INCOTERMS 2020).

(2) Prices are displayed in Euros (€) and are based on the exchange rates between domestic and foreign currencies, labor costs, raw material prices, import duties, taxes and other charges in effect at the time the agreement becomes valid. If changes in one or more of the aforementioned factors occur due to extraordinary circumstances before delivery has been made, we shall be entitled to make reasonable price changes.

(3) In the case of a sale by dispatch, the Customer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Customer. Any customs duties, fees, taxes and other public charges shall be borne by the Customer.

(4) The purchase price is due and to be paid immediately upon invoicing and delivery or acceptance of the goods. The payment shall be made in Euro. The value date on our account shall be decisive for payment. Payment periods stated on the order confirmation or invoice, in particular also for the calculation of the period for cash discounts, shall begin with the invoice date. Contrary to §§ 366, 367 BGB (German Civil Code), payments shall first be credited against the oldest principal claim. In individual cases, other terms of payment may be agreed. However, we shall be entitled at any time to make a delivery in whole or in part only against advance payment, even within the framework of an ongoing business relationship. We shall declare a respective reservation at the latest when confirming the order.

(5) Upon expiry of the aforementioned payment deadline, the Customer shall be in delay. During the period of delay, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to assert further damage caused by delay. In relation to commercial traders (within the meaning of the German Commercial Code "HGB"), our claim to the commercial default interest (§ 353 HGB) shall remain unaffected. All judicial and extrajudicial costs in connection with the recovery of debts incurred to us due to the Customer's failure to pay within the period set, including the fees of third parties engaged by us for the recovery of the debt, shall be borne by the Customer.

(6) If, after conclusion of the contract, it becomes apparent (e.g. by filing for insolvency proceedings) that our claim to the purchase price is jeopardized by the Customer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB). In the case of contracts concerning the manufacture of unjustifiable items (custom-made products), we may declare withdrawal immediately; the statutory provisions concerning the dispensability of setting a deadline shall remain unaffected. Furthermore, we may prohibit the resale and further use of goods subject to retention of title and demand the return of such goods at the Customer's expense. We may utilize goods returned by private sale and credit the proceeds remaining after deduction of all expenses to the Customer.

(7) If the customer is in delay with the settlement of a claim, we shall be entitled to refuse all further deliveries without special notice until the customer has paid in advance. If the customer does not fulfill the due payment obligations after a reminder within a reasonable period set by us, we shall be entitled to withdraw from all existing contracts and to claim damages for non-performance. Furthermore, in such cases we may demand the immediate surrender of the goods which are our property.

(8) We reserve the right to change our prices accordingly if cost reductions or cost increases occur after conclusion of the contract, in particular due to collective wage agreements or changes in the price of materials or raw materials. We will prove these to the customer upon request.

§ 6 Retention of Title

(1) Until full payment of all our present and future claims arising from the contract of sale and an ongoing business relationship (including collection costs and interest), we retain the title (ownership) of the goods sold.

(2) The goods may not be pledged or transferred for security without our written consent until full payment has been made. Processed goods are regarded as subject to the retention of title.

(3) In the event that the Customer acts in breach of contract, in particular by failing to pay the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the grounds of the retention of title. The demand for return does not involve a simultaneous declaration of withdrawal; rather, we are entitled only to demand the return of the goods and to reserve the right to withdraw from the contract.

If the Customer does not pay the purchase price due, we may only assert these rights if we have previously set the Customer a reasonable grace period for payment without success or if setting such a grace period is dispensable under the statutory provisions.

(4) Until revocation according to (c), the Customer shall be entitled to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

(a) If the goods are inseparably combined or mixed with other objects not owned by us, we shall be considered as the manufacturers and therefore acquire co-ownership of the new item. The portion of our co-ownership shall depend on the proportion between the invoice value of the delivered goods and the other combined or mixed objects at the time of combination or mixing. The Customer shall store these goods for us free of charge. The entitlement of the Customer to process or sell the goods subject to retention of title ends with the Customer's cessation of payments or if insolvency proceedings have been filed against the Customer's assets. In this case, the Customer is obliged to return the unprocessed goods upon first request. The demand for the return of the goods subject to retention of title does not involve a simultaneous declaration of withdrawal from the contract of sale. If the Customer is entitled to claims against insurers or other third parties due to damage, reduction, loss or destruction of goods subject to the retention of title or for other reasons, he/she hereby assigns these claims with all ancillary rights to us in advance. We hereby accept the assignment in advance.

(b) The Customer hereby assigns to us any claims against third parties arising from the resale of the goods or the product for security, in total or in the value of our co-ownership portion, if any, in accordance with the preceding subsection. We accept the assignment. The obligations of the Customer stated in para. 2 shall also apply in respect of the assigned claims.

(c) The purchaser shall remain authorized to collect the claim alongside us. We shall be obliged not to collect the claim as long as the Customer meets his payment obligations towards us, as long as there is no deficiency in his ability to pay and as long as we do not

assert the retention of title by exercising a right pursuant to subsection 3. If this is the case, however, we may demand that the Customer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, in this case we shall be entitled to revoke the Customer's entitlement for further sale and processing of the goods subject to retention of title.

(d) If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice upon the Customer's request.

(5) If the retention of title or its special forms defined herein are not valid according to the law in the area of which the goods subject to retention of title are situated, the security corresponding to this area shall be deemed to have been agreed, including any obligation to cooperate on the part of the Customer that may be required.

§ 7 Claims for defects of the customer

(1) The statutory provisions shall apply to the rights of the Customer in the event of defects as to quality and/or title (including wrong and short delivery as well as improper installation or deficient installation instructions), unless otherwise stipulated below.

(2) Warranty claims shall not exist in the case of insignificant deviation from the agreed condition, in the case of only insignificant impairment of usability, in the case of natural wear and tear and in the case of damage arising after the transfer of risk as a result of incorrect or negligent use, improper stress, improper handling, incorrect installation or due to special external influences which are not assumed under the contract. Technically unavoidable deviations in qualities, color, size and weight are not defects within the meaning of the (legal) warranty.

(3) An agreement on quality/condition shall only be assumed if it is expressly agreed as such. The mere presentation of the offer, information in brochures and in other descriptions are to be regarded as a pure description of performance, in no case as a guarantee for the quality or a certain condition of the objects of sale. Guarantee declarations of third parties, e.g. manufacturer's guarantees, remain unaffected by this. We do not assume any liability for public statements of the manufacturer or other third parties (e.g. advertising statements).

(4) If the delivered item is deficient, we may initially choose whether to provide supplementary performance by repairing the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery). Our right to refuse supplementary performance under the statutory requirements shall remain unaffected.

(5) We are entitled to make the supplementary performance owed dependent on the Customer paying the purchase price due. However, the Customer shall be entitled to retain a part of the purchase price that is reasonable in relation to the defect.

(6) The customer must give us the required time and opportunity for the supplementary performance owed, in particular he/she must hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to us in accordance with the statutory provisions. The supplementary performance shall neither include the de-installation of the defective item nor the re-installation if we were not originally obligated to install the item.

(7) We shall bear the expenses necessary for the purpose of inspection and supplementary performance, in particular transport, travel, labor and material costs (not: removal and

installation costs), if there is actually a defect. Otherwise, we shall be entitled to demand reimbursement from the Customer of the costs incurred as a result of the unjustified request to repair the defect (in particular inspection and transport costs), unless the lack of defectiveness was not apparent to the Customer. Goods may only be returned with our express prior consent. Goods may only be returned with our explicit prior consent.

(8) In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the Customer shall have the right to repair the defect herself/himself and to demand reimbursement from us of the expenses objectively necessary for this purpose. We are to be informed immediately of any such repair, if possible in advance. The right of self-execution shall not apply if we would be entitled to refuse a corresponding supplementary performance in accordance with the statutory provisions.

(9) If the supplementary performance has failed or a reasonable deadline to be set by the Customer for the supplementary performance has expired without result or is dispensable in accordance with the statutory provisions, the Customer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there shall be no right of withdrawal.

(10) If defective goods are further used, our warranty shall be limited only to the original defect.

(11) We shall be entitled to make the supplementary performance owed dependent on the Customer paying the purchase price due. However, the Customer shall be entitled to retain a reasonable part of the purchase price in relation to the defect.

§ 8 Notification of Defects

(1) Immediately upon receipt of the goods, the Customer must examine whether they have the contractually agreed condition (in particular the quantity, identity and physical condition of the delivered goods) and whether they are suitable for the intended purpose. Should the delivered goods have obvious defects, this must be reported immediately upon receipt of the goods in text form, stating the order date and the invoice and item number. The notification of defect is in any case late if it is not received within 6 working days from the date of receipt of the goods, including the date of receipt. If the notification is not made or not made in time, the warranty claims are excluded.

(2) If the notified defects are transport damages, the notification of defects shall be made with the involvement of the forwarding agent, the supplier or the respective carrier. The Customer must obtain written confirmation from the carrier of any damage to the packaging.

(3) Hidden defects shall be reported in writing immediately but no later than within 6 working days after discovery. In case of resale of the deliveries by the Customer, the notification must be made in writing after receipt of complaints regarding material defects from his customer or third parties within the supply chain. Otherwise, the delivery shall be deemed approved in view of the material defect.

§ 9 Limitation period

(1) In deviation from § 438 para. 1 no. 3 BGB (German Civil Code), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

(2) If, however, the goods are a building structure or an item which has been used for a building structure in accordance with its customary manner of use and has caused the defectiveness thereof (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provision (§ 438 para. 1 no. 2 BGB). Other special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 479 BGB) shall also remain unaffected.

(3) The preceding limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Customer which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case. However, claims for damages of the Customer pursuant to § 8 para. 2 sentence 1 and sentence 2(a) as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

§ 10 Other liability

(1) Insofar as nothing to the contrary arises from these GTCS including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

(2) We shall be liable for damages - irrespective of the legal cause - within the scope of the fault-based liability in case of intent and gross negligence. In the event of simple negligence, we shall be liable, subject to a milder standard of liability in accordance with statutory provisions (e.g. for diligence in our own affairs) only

a) for damages resulting from injury to life, body or health,

b) for damages resulting from a not insignificant breach of a fundamental contractual obligation (a fundamental contractual obligation is an obligation that must be entirely fulfilled for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from para. 2 shall also apply in the event of breaches of obligations by or for the benefit of persons for whose fault we are responsible in accordance with statutory provisions. The limitations of liability shall not apply:

-if we have fraudulently withheld information about a defect or

-if we have provided a guarantee for the quality of the goods and

-for claims of the Customer under the Product Liability Act.

(4) The Customer may only withdraw from or terminate the contract due to a breach of obligation (which is not a defect) if we are responsible for the breach of obligation. A free right of termination (termination without good cause) of the Customer (in particular according to §§ 651, 649 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

(5) Liability under the Product Liability Act shall remain unaffected.

(6) The Customer warrants that the desired contractual products to be manufactured (§ 2) do not infringe any third-party protective rights. Should such protective rights be infringed, the Customer shall indemnify us against claims for damages by third parties.

(7) Information issued by us on the processing and use of the products, technical advice and all other data are correct to the best of our knowledge. We do not assume any liability (apart from § 10 a) and b)) for such issued data. Any reference to norms is only for the purpose of describing the products.

(8) For products manufactured according to customer specifications, we assume no liability for the exploitability, usability and/or functionality of the respective products manufactured according to customer specifications.

(9) We do not assume any liability for compliance with delivery deadlines. Claims for damages by the customer due to delayed delivery, even after expiry of a period of grace granted to us, are excluded unless we are guilty of intent or gross negligence. In this case, the customer's claims for damages shall be limited to a maximum of 5% of the net order amount. We shall not be liable for indirect damage or for untypical consequential damage.

§ 11 Set-off, retention, assignment

(1) We shall be entitled to assign the claims and receivables arising from our business relationship. If such an assignment of claims is performed by us, the Customer will be asked to make payment to the assignee. Payment shall then be deemed to be discharged upon receipt of the payment by the assignee.

(2) The Customer shall only have a right of set-off with counterclaims that are undisputed by us or have been determined to be legally valid.

(3) The Customer shall only be entitled to a right of retention if this results from the same specific contractual relationship. Furthermore, a right of retention shall only exist if the underlying claim is undisputed by us or has been determined to be legally valid.

(4) Customer/Buyer may not assign claims against us to third parties unless we have given our prior written consent to such assignment.

§ 12 Industrial property

(1) We expressly reserve all rights we have in respect of industrial and intellectual property concerning the products and/or documentation delivered by us.

(2) The Customer shall not be permitted to modify delivered products in part or in full or to attach a different brand name to these products unless explicit written permission has been obtained.

(3) If the business relationship with the Customer ends, regardless of the legal cause, the Customer's authorization to use our copyrighted rights, trademarks, utility models and designs as well as other know-how shall expire at the same time.

§ 13 Choice of Law and Place of Jurisdiction

(1) The law of the Federal Republic of Germany shall apply to these GTCS and the contractual relationship between us and the Customer under exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Customer is a commercial trader within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction - including international jurisdiction - for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Hamburg. However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTCS or a prior individual agreement or at the general place of jurisdiction of the Customer. Primary statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

§ 14 Final Provisions

(1) Should individual provisions of these GTCS be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby.

(2) Legally relevant declarations, such as setting deadlines or withdrawal, must be made in writing. This shall also apply to the cancellation of this written form requirement.

(3) The Customer shall be notified of any amendments to these GTCS in writing or by e-mail and they shall be deemed to have been approved if the Customer does not object to the amended GTCS in writing or by e-mail within six weeks of notification. The Customer will be informed of this separately when the changes are announced. In the event of a timely objection, the originally included GTCS shall continue to apply.

§ 15 International Sale of Goods

(1) If the Customer's place of business is not in Germany, the UN Convention on Contracts for the International Sale of Goods (CISG) shall apply in accordance with the amendments and supplements in the following provisions:

(2) We deliver Ex Works (INCOTERMS 2020). The place of delivery shall be our production site for the delivered goods. The transfer of risk to the Customer shall take place upon notification to the Customer that the goods are ready for collection, but no later than upon handover of the goods to the first carrier (Articles 66 to 69 CISG).

(3) The Customer's obligations to examine the goods and to give notice of defects with regard to the assertion of claims shall be determined in accordance with the provisions of Articles 38 to 40 CISG; the notice of defects in accordance with Article 38 (1) CISG shall be given within two weeks at the latest.

(4) Our obligation to warrant that the delivered goods are free from rights or claims of third parties based on industrial or other intellectual property (Article 42 CISG) is limited to the territory of Germany. It shall be the sole responsibility of the Customer to check whether corresponding industrial property rights or claims of third parties could be affected under the law of the country in which the Customer has its place of business or under the law of the countries to which the goods are resold. The same shall apply to other rights and claims of third parties under Article 41 CISG and to compliance with regulations under public law.

(5) The Customer may only withdraw from the contract if the non-performance of one of our obligations constitutes a fundamental breach of contract or if we do not deliver even after the Customer has granted a reasonable grace period or if we have bindingly declared that we will not deliver even after a reasonable grace period (Article 49 (1) CISG).

(6) We may repair or replace defective goods at our discretion. The Customer shall only be entitled to withdraw from the contract or to reduce the purchase price if the repair or replacement delivery fails.

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