

# General Standard Terms and Conditions

## ECKART GmbH, Am Knöschen 2, 36381 Schlüchtern/Wallroth, Germany

### I. Offer and Conclusion of Contract

Our offers are always without obligation. Verbal declarations are not binding until confirmed in writing by us. By placing an order the customer acknowledges the validity of these General Standard Terms and Conditions. Customer's own standard terms and conditions shall not apply.

### II. Delivery

Stipulated lead times shall commence upon receipt by us of customer's signed order. Unforeseen events such as late delivery by a supplier, strike, disruptions to energy supplies or stoppages due to force majeure shall extend the lead time accordingly. We reserve the right to withdraw from the contract if any such above-mentioned circumstance causes a stoppage of more than four weeks affecting actual delivery.

### III. Dispatch

Contractual items are always shipped for consignee's account and risk.

### IV. Prices

Prices quoted in our offers are subject to change. Prices are quoted ex works, exclusive of packing, carriage, postage, cargo insurance and value insurance. Packing will be charged for at cost price. Estimates for items made to order, repairs and maintenance work are submitted without obligation. We will notify the customer without delay and obtain a further decision from the customer if the expected actual cost exceeds the amounts quoted in the estimate.

### V. Terms of Payment

Our invoices are issued on the date of delivery or supply of the subject of the contract and are payable immediately. In the event of default by the customer we will charge interest on arrears at a rate of 4 % above the discount rate at the time.

### VI. Retention of Title

We reserve title to the delivery item until receipt of all payments based on the supply contract and all accounts receivable due at the time of concluding the supply contract. In the case of behaviour contrary to the contract by the customer, in particular default in payment, we shall be entitled to take back the delivery item; the customer shall be obliged to surrender it. Unless the provisions of consumer credit law apply, taking back of the subject of the contract by us does not constitute withdrawal from the contract unless expressly declared by us in writing. Seizure of the subject of the contract shall always involve withdrawal from the contract. The customer shall inform us without delay in the case of attachment or other third party interference to enable us to raise an action under § 771 of the Code of Civil Procedure. If the third party is unable to reimburse our court and out-of-court costs of an action according to § 771 of the Code of Civil Procedure, the customer shall be liable for our loss.

The customer is entitled to sell the delivery item in the ordinary course of business. However, the customer shall here and now assign to us all claims against its customer or a third party in the amount of the final invoice total (including VAT) accruing to the customer from the sale, irrespective of whether the delivery item is sold before or after processing. The customer is authorised to collect the debt after assignment. Our authority to collect the debt shall not be affected; however, we shall not collect the debt as long as the customer duly fulfils its payment obligations and is not in default in payment.

Should this be the case, however, we can require the customer to give us details of the claims assigned and the debtors, supply all the information necessary for collection, hand over the relevant documents and notify the debtors (third parties) of the assignment.

Processing or transformation of the delivery item by the customer is always carried out on our behalf. If the delivery item is processed with other items not belonging to us, we shall acquire joint ownership of the new thing in proportion to the value of the delivery item to the other items processed at the time of processing. The same provisions shall, moreover, apply to the result of processing as to conditional goods.

If the delivery item is indissolubly mixed with other items not belonging to us, we shall acquire joint ownership of the new thing in proportion to the value of the delivery item to the other mixed items at the time of mixing. If mixing takes place such that the customer's thing is to be considered the main thing, the customer shall be deemed to transfer joint ownership to us in proportion. The customer shall preserve the sole ownership or joint ownership on our behalf.

To secure our claims against the customer, the customer shall also assign to us claims accruing to it from combination of the delivery item with real property or against a third party.

We shall release our securities upon request by the customer if the value exceeds the outstanding claims to be secured by over 20 %.

### VII. Warranty – Notification of Defects

Defects affecting the external condition of the subject of the contract shall be notified to us in writing without delay and in any case within ten days from receipt of the subject of the contract. The notification of defects must reach us within that time.

Defects only discovered after starting to use the subject of the contract shall likewise be notified in writing without delay and in any case within ten days of discovery.

Failure by the customer duly to notify defects in writing shall cause the customer to lose its warranty rights.

We shall be granted an appropriate time for repair or replacement of any defective items delivered. An appropriate time shall be deemed the time needed by our supplier to supply a substitute item or replacement parts or to remedy the defects, plus two weeks' scheduling time. If remedying of defects is unsuccessful more than twice or if a substitute item cannot be procured or if repair or replacement is not carried out for other reasons, the customer may at its option request a reduction of the purchase price due to defects or cancellation of the sale.

Claims for compensation not based on the absence of a warranted quality shall be excluded.

### VIII. Place of Performance and Jurisdiction

The place of performance for delivery and payment shall be Schlüchtern.

In the absence of peremptory provisions of law to the contrary, the place of performance and jurisdiction for all claims by either party shall be Schlüchtern.