



General Terms and Conditions of Delivery and Payment for Domestic Industrial Business (Hereinafter "Terms and Conditions of Sale")

Scope of Application

1. These Terms and Conditions of Sale apply to every (delivery) framework agreement (hereinafter "Agreement") and all individual agreements and/or purchase orders within the scope of an agreement (hereinafter "Individual Agreement") with entrepreneurs, legal persons under public law and public legal special assets (hereinafter "Partner").

Our deliveries and services are performed exclusively on the basis of these Terms and Conditions of Sale. They also apply to all future purchase orders and contractual relationships between the Partner and us.

Business terms and conditions of the Partner not expressly recognized by us have no validity.

General Provisions

2. The contractual parties will immediately confirm in detail any verbal agreements in writing.

To the extent the written form is provided for or required in these Terms and Conditions of Sale, the text form (§ 126 b German Civil Code, BGB) is sufficient to preserve the written form requirement.

3. Purchase orders only become binding with our order confirmation.
4. The information, data and illustrations contained in brochures and catalogs are standard industry approximate values, unless they have been expressly specified by us as being binding.
5. We are entitled to also reject delivery call-offs and purchase orders of the Partner, which are granted on the basis of agreements, and to deny the fulfillment of existing Agreements and Individual Agreements and their extension if it becomes apparent that our payment claim would be jeopardized by deficient performance by the Partner.

This is particularly the case if the creditworthiness of the Partner is rated by our credit insurer as being "high risk" or poorer, if and to the extent that the insurance sum made available to us by our merchandise credit insurer to secure our claims against the Partner would be exceeded upon accepting the call-off or the purchase order or if our deductible from a possible claim default by the Partner is raised by our merchandise credit insurer after concluding the Agreement or Individual Agreement by more than 10 percentage points compared to the deductible at the time of the conclusion.



The regulations in Numbers 6, 25 and 39 as well as § 321 German Civil Code (BGB) and other statutory rights to denial of service and retention shall remain unaffected.

6. We are entitled to terminate Agreements and Individual Agreements without notice on the basis of good cause.

Good cause in particular is, if it becomes apparent after conclusion of the Agreement that our payment claims based on the Agreement are jeopardized due to deficient performance capability of the Partner – Number 5 Section 2 applies accordingly - and the Partner, despite being requested, does not credibly ensure their performance capability within a reasonable deadline.

The regulations in Numbers 25 and 39 as well as statutory rights to termination and withdrawal shall remain unaffected.

7. Should any part of these Terms and Conditions of Sale be rendered or declared invalid, such invalidations should not affect the remaining parts which will remain in full force and effect.

Long-term and Call-off Agreements, Price Adjustment

8. Agreements and Individual Agreements, which are indefinite or have a term of more than 1 year ("long-term agreements"), can be cancelled with three months' notice, effective at the end of the month.
9. With long-term agreements, in case a significant change of wage, material or energy costs occurs, each contractual party is entitled to demand negotiations on a reasonable adjustment of the price, taking these factors under consideration.
10. bleibt frei / remains free
11. For on-call delivery agreements, unless otherwise agreed, notification on binding quantities is to be provided at least 2 months in advance of the delivery date by call-off.

Additional costs resulting from late call-off or retroactive changes of the call-off with respect to time or quantity by our Partner, shall be charged to them, unless they are not responsible for the lateness or retroactive change; in this, our calculation is definitive.

Confidentiality

12. The Partner shall use all documents (this also includes samples, models and data) and knowledge that they receive from the business relationship only for the jointly-pursued purposes and keep confidential towards third parties with the same duty of care as relevant own documents and knowledge if we classify them as confidential or have a stated interest in their confidentiality.



This obligation begins upon first receiving the documents or knowledge and ends 36 months after the end of the business relationship.

13. The obligation does not apply to documents and knowledge that are already generally known or were already known to the Partner upon receipt, without their having been obliged to keep them confidential, which afterwards were transmitted by a third party authorized for disclosure, or which were developed by the Partner without exploiting the documents or knowledge of our company to be kept confidential.

The provisions of the law on the protection of business secrets (Gesetz zum Schutz von Geschäftsgeheimnissen, GeschGehG) shall remain unaffected.

Drawings and Descriptions

14. If we make drawings or technical documents on the goods to be delivered or on their manufacture available to the Partner, these remain our property.

Samples and Manufacturing Equipment

15. Unless otherwise agreed, the manufacturing costs for samples and manufacturing equipment (tools, molds, jigs etc.), are invoiced separately from the goods to be delivered. This also applies to manufacturing equipment that requires replacement as a result of wear.
16. The costs for the maintenance and proper storage, along with the risk of damage or destruction of the manufacturing equipment, are borne by us.
17. If the Partner suspends or ends the cooperation during the production period of samples or manufacturing equipment, they shall be responsible for all manufacturing costs incurred up to that time.
18. Ownership of manufacturing equipment that we produce or source ourselves is only transferred to the Partner upon complete payment.

The manufacturing equipment, even if the Partner paid for it, remains our property at least up until execution of the delivery agreement. Afterwards, the Partner is entitled to request handover of the manufacturing equipment if a provision for the date of handover has been mutually agreed, any manufacturing costs to be reimbursed have been paid in full and the Partner has fulfilled their contractual obligations to a full extent.

19. We shall store the manufacturing equipment free of charge three years after the last delivery to our Partner. Afterwards, the manufacturing equipment becomes our property.
20. We will only use customer-related manufacturing equipment in the Partner's possession upon prior written consent of our Partner for deliveries to third parties.



Prices

21. Our prices are understood as being in euros, unless otherwise agreed, not including value-added tax, packaging, freight, postage, and insurance.

Terms of Payment

22. Unless otherwise agreed, all invoices are due for payment within 30 days from date of invoice, without discount or cash deduction.
23. In case we have undisputedly partially delivered defective goods, our Partner is still obliged, however, to render payment for the defect-free portion, unless the partial delivery is of no interest to them. Moreover, the Partner can offset against claims for reimbursement of costs for remedy of defects or completion; against other miscellaneous counterclaims only if they are legally established, ready for decision or undisputed. And a right of retention or denial of performance by the Partner only exists within these bounds.
24. In case deadlines are not met, we are entitled to charge interest on arrears at the rate the bank calculates for current account advance, at the least, however, the statutory interest on arrears and the lump sum according to § 288 para. 2, 5 German Civil Code (BGB).
25. In case of delays in payment, after written notification to the Partner, we can stop the fulfillment of our obligations until payments are received.
26. Notes and checks are only accepted after written agreement and only subject to payment and under the condition of their discountability. Discount charges are calculated from the due date of the invoice amount. Warranty is excluded for timely presentation of the note and check and for raising of a note protest.

Delivery

27. Unless otherwise agreed upon, we deliver "ex works". The notification of readiness for delivery or pick-up by us is definitive for meeting the delivery date or delivery deadline on our part.
28. The delivery deadline begins with the dispatch of our order confirmation and is extended appropriately if the conditions of No. 57 exist.
29. Partial deliveries are permissible in an acceptable scope. They are invoiced separately.



30. Within a tolerance of up to 15 percent of the overall order quantity, production-related over- or underdeliveries are permissible. The overall price is adjusted as a result of their scope.

Shipping and Transfer of Risk

31. Goods declared ready for shipping are to be taken over by the Partner without delay. Otherwise, we are entitled to ship the goods at our own discretion or to store them at the expense and risk of the Partner.
32. In the absence of a special agreement, we shall choose the transport means and the transport route.
33. With handover to rail cargo, the freight forwarder or carrier or upon beginning of storage, no later, however, than upon the goods leaving the factory or warehouse, the risk is transferred to the Partner, to the extent no other agreement has been made.

Delivery Delay

34. Specified delivery dates are non-binding, unless they have been expressly confirmed in writing or firmly agreed upon by us as "binding delivery dates".

If it is foreseeable to us that the goods cannot be delivered within the delivery deadline, we will notify the Partner without delay and in writing, informing them of the reasons for this, and stating the anticipated time of delivery, to the extent possible.

35. If the delivery is delayed due to a circumstance listed in No. 57 or due to an act or an omission of the Partner, e.g. the late transmittal of necessary information or documents, a delivery deadline extension commensurate to the circumstances shall be granted.
36. The Partner is only entitled to withdraw from an Agreement or Individual Agreement if we are responsible for the failure to meet the delivery date and they unsuccessfully set a reasonable subsequent deadline.

Retention of Title

37. We reserve the title to the delivered goods pending fulfillment of all claims arising from the business relationship with the Partner.
38. The Partner is entitled to sell these goods in the course of normal business, to the extent that they are on time in meeting their commitments arising from the business relationship with us. However, they are not allowed to pledge the goods under retention of title or assign them as security. They are obliged to secure our rights upon credited reselling of the reserved goods.



39. In case of breach of duty by the Partner, especially in case of arrears of payment, after unsuccessful expiry of a reasonable deadline for performance set for the Partner, we are entitled to withdraw from the Individual Agreement and to take back the goods; the legal regulations concerning the expendability of setting a deadline remain unaffected. The Partner is obliged to hand over the goods.
40. The Partner now already assigns all claims and rights arising from the sale or, where applicable, the rental of goods allowed to the Partner, for which we retain rights of ownership, as a security. We hereby accept the assignment.
41. The Partner shall perform any relevant handling or processing of the goods under retention of title on our behalf. If the goods under retention of title are processed or inseparably mixed with other items not belonging to us, we shall acquire co-ownership to the new object in proportion of the invoice values of the goods under retention of title to the other processed or mixed goods at the time of processing or mixing.

If our goods are combined or inseparably mixed with other movable objects to form a uniform object and if the other object is to be regarded as the main object, the Partner shall transfer proportionate co-ownership to us, to the extent that the main object belongs to them. The Partner shall preserve the ownership or co-ownership for us. The object created through processing or combination or mixing shall be subject to the same provisions as the goods under retention of title.

42. The Partner is to inform us immediately of any enforcement measures by third parties against the goods under retention of title, the claims assigned to us or other securities, thereby handing over the documents necessary for intervention. This also applies to impairments of other kinds.
43. If the value of the existing securities exceeds the secured claims by more than 10 percent, we are thus obliged to release securities of our choosing at the Partner's request.

Material Defects

44. The condition of the goods shall be based exclusively on the agreed technical delivery specifications. If we are to deliver according to our Partner's drawings, specifications, samples etc., they shall assume the risk of suitability for the intended purpose. Decisive for the contractual condition of the goods is the time of the transfer of risk according to No. 33.
- 44 a In our deliveries, we comply with the respective applicable legal regulations of the European Union (EU) and the Federal Republic of Germany. This applies, for example – where relevant – to the REACH Regulation (Regulation (EC) No. 1907/2006), the Electrical and Electronic Equipment Act (ElektroG), the Ordinance on Hazardous Substances in Electrical and Electronic Equipment (ElektroStoffV) and the End-of-Life Vehicles Ordinance (AltfahrzeugV) as German implementations of the EU Directives 2011/65/EU (RoHS 2), 2012/19/EU (WEEE Directive) and the EU Directive 2000/53/EC.



We will inform the Partner concerning relevant changes to the goods, their availability for delivery, possible use or quality, in particular those caused by the REACH regulation, and will agree upon suitable measures with the Partner in individual cases.

45. We shall not be liable for material defects caused by unsuitable or improper use, faulty assembly, or commissioning by the Partner or third parties, normal wear, faulty or negligent treatment, nor for the consequences of improper modifications or repair work carried out by the Partner or third parties without our consent. The same applies to defects which only insignificantly diminish the value or suitability of the goods.
46. Unless otherwise agreed, the statute of limitations for claims for material defects shall be governed by the law.
47. Warranty rights of the Partner presuppose that the Partner has properly fulfilled their obligations to inspect goods and give notice of defects in accordance with § 377 German Commercial Code (HGB). If an acceptance of the goods or an initial sample test has been agreed, the notification of material defects which the Partner could have detected in the course of diligent acceptance or initial sample testing is excluded.
48. We must be provided the opportunity to determine the defect subject to the complaint. Goods subject to complaint are to be returned to us immediately upon request; we will bear the transport costs if the complaint is justified. If the Partner does not comply with these obligations or makes modifications to the goods already subject to a complaint without our consent, they lose any entitlement to claims for material defects.
49. In the event of a justified, timely notification of defects, at our discretion we shall either repair the goods subject to complaint or make a substitute delivery in perfect condition.
50. If we do not meet these obligations or do not meet them in accordance with the contract within a reasonable time, the Partner may set us a final deadline in writing by which we must meet our obligations. After the unsuccessful expiry of this deadline, the Partner can demand a reduction in price, withdraw from the Individual Purchase Agreement or carry out the necessary subsequent improvement themselves or have it carried out by a third party at our expense and risk. A reimbursement of costs is excluded if the expenses increase because the goods have been moved to another location after our delivery, unless this corresponds to the intended use of the goods.
51. The Partner's statutory rights of recourse against us exist only to the extent that the Partner has not made any agreements with their customer which go beyond the statutory claims for defects. Furthermore, the last sentence of No. 50 shall apply mutatis mutandis to the scope of the recourse claims.



Other Claims, Liability

52. Unless otherwise stated below, any other and further claims of the Partner against us are excluded. This applies in particular to claims for damages due to breach of duties arising from the contractual obligation and from tortious acts. We shall not be liable for damage that has not occurred to the delivered goods themselves. Above all, we are not liable for lost profits or other financial losses of the Partner.
53. The above limitations of liability shall not apply in the event of willful intent, gross negligence on the part of our legal representatives or senior executives or culpable breach of material contractual obligations, i.e. such obligations whose fulfillment is essential for the proper execution of the Agreement and on whose compliance the contractual partner regularly relies and may rely. In the event of culpable breach of material contractual obligations, we shall only be liable - except in cases of willful intent or gross negligence on the part of our legal representatives or senior executives - for reasonably foreseeable damage typical of the contract.
54. Furthermore, the limitation of liability shall not apply in cases in which liability for personal injury or property damage to privately used objects is assumed under the Product Liability Act in the event of defects in the delivered goods. It shall also not apply in the event of injury to life, limb, or health and in the absence of warranted characteristics if and to the extent that the warranty had the specific purpose of safeguarding the Partner against damage which did not occur to the delivered goods themselves.
- Finally, the limitation of liability shall also not apply if we have concluded a purchase agreement with the Partner and are obliged to reimburse the expenses required for the purpose of subsequent performance in accordance with § 439 para. 3 German Civil Code (BGB).
55. To the extent our liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff, legal representatives, and vicarious agents.
56. The legal regulations concerning the burden of proof remain unaffected by this.

Force Majeure

57. In the event of force majeure, in particular labor disputes, civil unrest, military conflicts, terrorist attack, official measures, failure to deliver by our suppliers, epidemics and other unforeseeable, unavoidable and serious events, the parties to the agreement are to be temporarily and mutually relieved of their obligations for the duration of the disruption to the extent of their effect. This also applies if these events occur at a time in which the affected contractual partner is in arrears, unless they caused the condition of being in arrears willfully or gross negligently. The contractual parties are obliged to supply the necessary information without undue delay, to the extent reasonably possible, and to adapt their commitments to the changed circumstances in good faith.



Beckfort

Schrauben und Niete

100 Jahre gute Verbindungen

Place of Performance, Place of Jurisdiction and Applicable Law

58. Unless otherwise agreed upon, our registered office is the place of fulfillment.
59. For all legal disputes arising from and in connection with an Agreement or Individual Agreement, also within the scope of a draft note and check process, our registered office is the place of jurisdiction. We are also entitled to bring suit at the seat of the Partner.
60. The law of the Federal Republic of Germany exclusively applies to the contractual relationship.

Von Beckfort & Co. OHG
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