

General terms and conditions of sale

1. Validity: The sale of our goods and other services to consumers (§ 13 BGB) as well as to commercial entities (§ 14 BGB) shall be solely governed by the following terms and conditions of sale, even if we don't explicitly reject deviating purchasing conditions of the buyer in individual cases. This rejection is hereby explicitly stated. Our terms and conditions of sale shall come into force unconditionally with the acceptance of our goods or services by the customer, even if they have been rejected previously. Deviations from our terms and conditions of sale require our explicit previous written consent for each individual case.

2. Offer: Our offers are non-binding. Patterns and samples shall be considered as non-binding outline details. We reserve the right to excess or short deliveries up to and including ten percent.

3. Prices: The applicable price for the calculation shall be the respectively valid price on the date of delivery or service provision, plus the value added tax in the proper statutory amount, unless a deviating price agreement has been established. As far as nothing else has been agreed upon, the prices shall include our standard packaging for goods deliveries from the delivery plant or warehouse. If a carriage-paid delivery has been agreed-upon, this shall be regarded as carriage-paid to the receiving station of the customer, and exclusively cover the freight charge. Additional costs due to a special shipping method requested by the customer (such as express freight, fast freight, air cargo) shall also be borne by him.

4. Shipping and transfer of risk: Shipping is always associated with a risk, and if nothing else has been agreed it shall be conducted at the expense of the customer. With the handover of the goods to the freight carrier, the risk shall pass to the customer at the latest upon leaving our plant or warehouse, for drop shipments upon departure of the plant or warehouse of our supplier. The customer is obliged to check the goods immediately upon receipt for their completeness and visible damages, and to notify us of any losses or damages without undue delay.

5. Delivery: The delivery dates stated in our sales forms refer to the expected date of delivery, we will endeavour to comply with these stated dates. Failure to comply with an expressly promised delivery date shall entitle the customer to set a reasonable grace period for us in writing, which may not be less than 2 weeks. If the delivery is not performed by the expiry date of the grace period, the customer shall have the right to withdraw from the contract. The delivery shall be considered as performed on time if the goods have departed our plant or warehouse, or if agreed-upon the plant or warehouse of our supplier, prior to the expiry date. Circumstances or events beyond our control which make the delivery impossible or unreasonably difficult, such as traffic or operating disturbances, commodity shortages or lack of energy, strike or lockout, shall release us from our delivery obligations for the duration of the impediment and a reasonable ramp-up time afterwards, even if they occur at our supplier's location. If the impeachment is expected to last beyond a reasonable timeframe, we shall be entitled to withdraw from the contract, without any commitment to perform a subsequent delivery. In the case of a withdrawal, we will immediately refund any payments made to us by the customer. The statutory rights of the customer for delivery delays shall be unaffected by the foregoing, whereas the customer shall only be entitled to claim for damages pursuant to the special provisions of paragraph 11 of these terms and conditions.

6. Payments: All payments must be made to the company Alfred Schellenberg GmbH. The invoices are payable within 21 days of the invoice date without deduction: we will grant a 2% cash discount for payments received within 10 days after the invoice date. The receipt of the amount for our unconditional disposal shall be decisive for determining the timeliness of the payment. Payments to our employees shall only be considered as a fulfilment if a written collection authority is presented. We accept only checks to facilitate the payment. Payments with a bill of exchange are unacceptable.

The following applies towards corporate entities (§ 14 BGB): If the customer fails to provide payment by the due date, any outstanding amounts shall bear an interest of 5% as of the due date. The right to claim higher interest rates and further damage in the event of default shall remain unaffected.

The customer shall only be entitled to offset with undisputed or legally established claims, or only exert a right of retention based on claims which are founded on the same contractual relationship. If the customer is a commercial entity, the assertion of a right to withhold performance or perform retention requires our prior written consent.

7. Processing of returns: All customized/special orders are excluded from the return policy. Other returns must be approved in writing by our Sales Management, and shipped "carriage-paid" to the address specified by us, whereas the acceptance will otherwise be refused. All approved returns will be credited with a deduction of 30% for reprocessing from the sales price calculated at the respective time. Any possibly granted initial order conditions and discounts will also be taken into account. The above stated provisions do not apply for returns performed within the scope of a warranty for defects.

8. Property rights: The delivered goods shall remain our sole property until the full payment of the purchase price has been made, and all existing or future claims arising from the business relationship with the customer have been settled. The customer is entitled to sell the conditional goods within the orderly course of business as long as he fulfills his contractual obligations towards us. A pledging or chattel mortgaging is not permitted. Any third-party interventions pertaining to our property rights must be notified to us immediately.

If the customer does not fulfil his contractual obligations towards us, we are also entitled to demand the surrender of the conditional goods. This will terminate any rights of the customer for a possession of the goods. The customer shall already assign the future claims including all ancillary rights towards his customers which could arise from the further sale of the conditional goods to us when he purchases the goods. He shall remain entitled to collect the receivables assigned to us, until this authorization is revoked. Upon request, the customer is obliged to provide us with infor-

mation regarding the receivable amounts from the sale of the conditional goods as well as the names of the third-party debtors.

During the processing of the conditional goods we shall be regarded as manufacturer, and thus acquire title to the new goods without any claims developing for the customer from this transition of rights. If the processing is conducted together with other materials, we shall acquire co-ownership of the manufactured object in the ratio of the gross invoice value of the conditional goods to the other materials. In case of a combination, mixing or blending with other goods this product is to be regarded as the main good, the co-ownership of the respective good will pass to us to the extent of the conditional invoice value of the conditional goods. If the value of the securities transferred to us exceeds our total claims against the customer by more than 20%, we are willing to transfer security rights selected by us back to the customer at any time, upon request from the customer.

9. Information and consulting: Any oral and written information regarding the suitability and application possibilities of our goods are stated to the best of our knowledge. However, they only reflect our experience values, which are regularly not considered to be warranted; they do not establish any grounds for claims against us. The customer is especially not liberated from the duty of determining the suitability of the goods for his intended use through self-conducted tests.

10. Warranty: The following applies for consumers (§ 13 BGB): The customer is entitled to the legal rights in case of defects regarding the delivered goods. Damage claims of the customer due to obvious material defects of the delivered goods are excluded, if he fails to indicate the defects within a period of 2 weeks after delivery of the goods. The following applies for corporate entities (§ 14 BGB): The warranty period is one year after delivery or, as far as an acceptance is required, from the date of acceptance. This excludes products governed by § 438 paragraph 1 No. 2 BGB for which the statutory warranty applies. The delivered goods must be thoroughly examined immediately after the delivery. They shall be considered as approved, if a written notice of defects with regard to obvious defects or other defects which were recognizable during an immediate examination has not been submitted to us within 7 working days after delivery of the delivery item, or otherwise within 7 working days after the discovery of the defect.

Regarding the defects of the delivered goods, it shall be at our discretion to select whether we will perform a subsequent repair or a replacement delivery within a reasonable timeframe. In the event of a default, i.e. the impossibility, unacceptability, refusal or unreasonable delay of repairs or replacement delivery, the customer shall be entitled to withdraw from the contract or appropriately reduce the purchase price. If a defect is caused by our fault, the customer shall be entitled to claim for damages under the conditions referred to in paragraph 11.

11. Claims for damages: The following applies for consumers (§ 13 BGB): Our liability for damages, for whatever legal reason (in particular for delay, defects or other breaches of duty) is limited to the contract-typical and foreseeable damage. The aforementioned liability limitations shall not apply for our liability resulting from intent or gross negligence regarding the guaranteed performance characteristics, due to malicious conduct, injury to life, limb or health or in accordance with the product liability law.

The following applies for corporate entities (§ 14 BGB): Our liability, irrespective of the legal reason, is restricted to the following extent, as far as this pertains to an individual fault case. We shall not be liable in the case of negligence by our non-management staff or other vicarious agents, provided that it does not involve a breach of significant contractual duties. Essential contractual items include the obligation to deliver the goods on time and free of defects, as well as consulting, protection and care obligations, which are intended to enable the customer to utilize the delivered goods as advertised in the contract, or ensure the protection of the bodily well-being and lives of the customer's personnel, or protect the customer's property from major damages.

The liability is limited to the foreseeable damage.

The aforementioned liability limitations shall not apply for our liability resulting from intent regarding the guaranteed performance characteristics, due to malicious conduct, injury to life, limb or health or in accordance with the product liability law.

12. Place of fulfilment, place of jurisdiction, applicable law: If the customer is a merchant, a legal entity under public law or special property governed by public law, the place of jurisdiction for all legal disputes shall be our registered office. However, we shall be entitled to also sue the customer at the courts of his general place of jurisdiction. The legislation of the Federal Republic of Germany shall apply exclusively, excluding the UN Commercial Law (CISG).

13. Final provisions: The illegality of individual provisions of the general terms and conditions of sale does not affect the commitment and the effectiveness of the contract. We hereby expressly indicate that we will store and process the customer's data which pertains to the business transactions conducted with him pursuant to the Federal Data Protection Act.

Legal notice:

District Court Siegen, HRB 3282, Managing Director: Sascha Schellenberg
Alfred Schellenberg GmbH. An den Weiden 31. 57078 Siegen