

**General Terms and Conditions of Sale and Delivery
of ARMATUREN-WOLFF Friedrich H. Wolff GmbH & Co.KG
for commercial customers**

I. General

1. The following provisions shall govern all deliveries and services provided to our business customers.
2. All our offers, sales, work and services supplied, including repairs, consulting services and other contractual services, shall exclusively be governed by our terms and conditions as specified below. Other terms and conditions will not become part of the business transaction, even if we do not expressly object to them. The general terms and conditions of purchase of the ordering party do not apply. This general rule does not apply only if we expressly agree to the other terms and conditions in writing. Our General Terms and Conditions of Sale and Delivery shall also apply if we unreservedly accept the ordering party's delivery/performance despite being aware of terms and conditions that conflict with or deviate from our terms and conditions. Neither a failure to object nor paying for or accepting the goods shall constitute acceptance of any other party's terms and conditions.

II. Scope of delivery

1. Our offers are subject to change. Our confirmation of the order shall control the content of the contract.
2. Deviations from dimensions and weights, images and drawings contained in offers and brochures are permissible to the extent that they are natural and customary to the trade.
3. Partial deliveries that are timely and involve appropriate quantities are permissible and can be invoiced separately.

III. Delivery periods, risk, no right to cancel

1. The delivery period shall start when all details of the order have been clarified, but not until the ordering party has fulfilled all contractual duties to be fulfilled by it by that time. The delivery date shall be deemed complied with if the goods have left the warehouse by its expiration or, if the delivery is delayed for reasons for which we are not responsible, if we notify the ordering party of our readiness to ship the goods within the agreed delivery period.
2. On principle, goods are shipped at the ordering party's expense, unless otherwise agreed in individual cases. Goods are shipped at the risk of the ordering party, even if they are shipped carriage paid.
3. If the delivery is delayed or becomes impossible due to reasons for which we are responsible, the ordering party may withdraw from the contract pursuant to statutory requirements. Any additional claims based on a delay of delivery and impossibility are subject to the provisions of Item VII. of these General Terms and Conditions of Sale and Delivery.
4. Orders may not be cancelled. This shall not limit any rights accorded to the ordering party by law.

IV. Force majeure, reservation of self-supply

1. If we are unable to fulfill our duty to deliver the goods due to force majeure, labor disputes or their consequences or other unforeseen events which we were unable to avert despite employing the preventive measures that could reasonably be expected – regardless of whether such events (e.g. traffic disruptions, operational disruptions, spoiled castings, a shortage of raw material) occurred at our company or at our suppliers' companies – the delivery period shall be extended appropriately, at least by the duration of the disruption, even if this happens during an existing delay in delivery. If the delivery becomes impossible subsequently due to such events or if delivery would create an undue burden to either of the parties, both parties are entitled to withdraw from the contract. This shall not affect Item II.3.
2. Subject to the correct and timely delivery of materials.

V. Prices, terms of payment, counterclaims

1. Our prices are quoted ex warehouse Hamburg, excluding the statutory value-added tax, unless otherwise agreed. Packaging is charged separately.
2. Our invoices are payable within the period specified in the invoice without additional deductions.
3. Delayed payments are subject to the statutory interest which must also be paid if the payment is deferred. We may claim compensation for additional damages.
4. If we are required to perform in advance, we may refuse to render the performance due if, after the contract has been concluded, it becomes apparent that our claim to consideration is at risk due to the ordering party's inability to perform. The right to refuse performance shall not apply if the consideration is paid or if a security is provided for it. We can set an appropriate period of time within which the ordering party shall, at its discretion, either pay the consideration or furnish a security contemporaneously with our performance. If the payment is not made or the security not provided within this period, we are entitled to withdraw from the contract.
5. The ordering party may only offset counterclaims that are undisputed, have been recognized by us, or have been legally established.

VI. General liability, reimbursement of expenses

1. Claims for damages of any kind against us and our legal representatives and persons employed by us in the performance of our obligations may only be asserted in cases of intent or gross negligence or a breach of substantial contractual duties.
2. Substantial contractual duties in this sense are all duties the fulfillment of which is a requirement for the proper performance of the contract and on the compliance with which the ordering party may regularly rely.
3. The liability for gross negligence of persons employed by us in the performance of our obligations, unless they are executives, shall be limited to compensation for the typically foreseeable damage. The limitation of liability does not apply to a breach of substantial contractual duties as defined in the previous paragraph.
4. The aforementioned limitations and exclusions of liability do not apply to liability pursuant to the German Product Liability Act or other national implementations of the European Product Liability Directive or in cases of injury to life, body or health.
5. Any claims for reimbursement of expenses of the ordering party pursuant to Section 284 BGB (German Civil Code) shall be waived to the extent that claims for damages in lieu of performance are excluded based on the aforementioned provisions.

6. The ordering party shall be liable in accordance with the statutory provisions, in particular for our employees when they are at the ordering party's premises.

VII. Liability for defects

1. We deliver products in perfect technical condition and made from materials which are free of defects. Due to the different requirements and individual conditions regarding the use of the products we do not assume any warranty for a specific use of the goods for the purposes intended by the ordering party. It should be noted that any advice is non-binding. It does not release the ordering party from its duty to verify that our products are suitable for its purposes.
2. A defect exists if the target characteristics of a part deviate from the actual characteristics and the part is not fit for standard use.
3. Wear and tear or faulty servicing, care or operation do not make a product "defective". If the ordering party provides data (specifications, drawings, or the like) to us and we construct or produce a part/parts based on them, these parts are not defective if the data (specifications, drawings, or the like) of the ordering party are faulty.
4. Complaints due to obvious defects which are apparent in the context of a merchant's duty to inspect can only be considered if they are submitted in writing without undue delay. Complaints regarding hidden defects shall also be submitted in writing without undue delay.
5. For justified complaints, we will, at our discretion, remedy the parts free of charge or deliver a replacement if it turns out that the parts were defective at the passing of the risk. The ordering party shall return the defective pieces. Replaced parts will become our property. We will perform the remedial work at our company after the defective pieces have been returned. If we deliver objects free of defects to remedy the defect or if the ordering party withdraws from the contract, it shall compensate us for the value of the derived use. The value of the use shall be calculated based on the pro-rata linear reduction in value in a comparison of the actual time of use and the estimated total useful life.
6. The ordering party may only withdraw from the contract after the expiry of a reasonable period of time.
7. The liability for damages in the context of the liability for defects is subject to the provisions of Item 7 of these General Terms and Conditions of Sale and Delivery.
8. The warranty period shall be one year from the delivery/acceptance of the goods. This provision does not affect the period of limitations for a delivery recourse pursuant to Sections 478, 479 BGB (German Civil Code). This shall not limit any claims for damages based on defects due to gross negligence, intent or a breach of substantial contractual duties (see the provision in Item VII "General liability" on this). Claims for damages for injury to life, body or health or in accordance with product liability law shall not be affected either.

VIII. Reservation of title

1. The goods delivered shall remain our property until all of our outstanding claims under the business relationship are paid – also until any bills of exchange and checks are cashed. This also applies if payments are made for specifically designated claims. In the case of current accounts, the goods subject to reservation of title are considered a security for our balance claims.
2. Any processing or treatment of the goods subject to reservation of title is performed on our behalf, without entailing any obligations on our part. If the delivered goods subject to reservation of title are processed, combined or mixed with goods that do not belong to us, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of our goods subject to reservation of title to the invoice value of the other goods at the time when they are processed, mixed or combined. If the ordering party becomes the exclusive owner of the new item through processing, combination or mixing by law, we are entitled to co-ownership of the new item in the ratio of the invoice value of our goods subject to reservation of title to the invoice value of the other goods at the time when they are processed, mixed or combined.
3. The ordering party may only resell or otherwise use our goods subject to reservation of title in the ordinary course of business and only if the claim arising from the resale passes to us. The ordering party already now assigns the claim resulting from the resale to us, with all ancillary rights. We, in turn, accept this assignment. If the goods subject to reservation of title are sold after they have been processed, combined or mixed with other goods that do not belong to us or are sold together with goods that do not belong to us, claims shall only be assigned in the amount of the value of our goods subject to reservation of title. The value of the goods subject to reservation of title is the amount invoiced by us to the ordering party plus a security surcharge of 10% which, however, shall not be applied if it conflicts with rights of third parties. If we are co-owners of the goods sold by the ordering party, the assigned claim only extends to the amount that corresponds to our co-ownership share.
4. The ordering party may only resell and reprocess the goods and collect the assigned claims as long as it properly fulfils its payment obligations towards us. The ordering party shall reserve the title to the goods vis-à-vis its customers until they have fully paid the purchase price. The ordering party may not pledge our goods subject to reservation of title as security or transfer them by way of security or assign them for security or agree to a prohibition of assignment. It is obligated to notify us immediately if the goods subject to reservation of title or assigned claims are seized by third parties.
5. If the cooperation of the ordering party is required to make the reservation of title effective, for example with regard to registrations that are necessary in accordance with the law of the country of the ordering party, the ordering party shall perform such actions.
6. If the ordering party meets the objective requirements for the duty to file an insolvency petition, it shall refrain from disposing of the goods subject to reservation of title in any way – without being specifically requested to do so. The ordering party shall inform us of the inventory of the goods subject to reservation of title without undue delay. In this case, we are also entitled to withdraw from the contract and to demand that the goods subject to reservation of title be returned. If the goods subject to reservation of title were processed, treated, mixed or combined with other products, we are entitled to demand that they be delivered to a trustee; the ordering party shall provide us with a list of all co-owners of goods subject to reservation of title, including their company name or name, their address and their share of co-ownership. The same shall apply by analogy to claims that have been assigned to us in accordance with the above paragraphs; in addition, the ordering party shall submit to us the names and addresses of all debtors, as well as a copy of the documents evidencing the claims against them, without being specifically requested to do so.

7. To the extent that the value of the securities provided to us exceeds the claims to be secured by more than 10% in total, we shall release securities, to be selected at our discretion, upon the ordering party's request. When all of our claims under the business relationship are satisfied, the title to the goods subject to reservation of title and the assigned claims shall pass to the ordering party.

IX. Place of performance, place of jurisdiction, applicable law

1. If the ordering party is a merchant, a legal person under public law or a special assets under public law, or it has no general venue in Germany, the exclusive venue shall be Hamburg. Alternatively, the party filing suit may submit its case to the court of arbitration of the German Institution of Arbitration (Deutschen Institution der Schiedsgerichtsbarkeit e. V. – DIS). If this happens, the court of arbitration shall be exclusively competent. The place of arbitration shall be Hamburg. The language used in the proceedings shall be German.
2. The place of performance for both parties shall be Hamburg.
3. All contracts concluded shall exclusively be governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). If INCOTERMS clauses are used, they shall apply as amended.