



General conditions of sale

§ 1 General, scope

(1) The present general conditions of sale (GCS) apply to all of our business relationships with our customers (hereinafter: "Buyers"). The GCS shall apply only if the Buyer is a registered business owner (§ 14 of the German Civil Code), a legal entity under public law or a special fund under public law.

(2) The GCS shall apply in particular to contracts for sale and/or delivery of goods (hereinafter also: "Products"), without taking into consideration whether we ourselves produce the Products or purchase them from suppliers (§§ 433, 651 of the German Civil Code). The GCS shall apply in their respective version as a framework agreement for future contracts on the sale and/or delivery of goods with the same Buyer, without it being necessary for us to make reference to them in each individual case; in the event of changes to our GCS, we will inform the Buyer of this immediately.

(3) Our GCS shall apply exclusively. Any differing, opposing or supplementary general conditions of sale of the Buyer are only a component of the contract and only to the extent that we have expressly approved their validity. This approval requirement applies in every case, for example even if we unconditionally perform delivery to the Buyer in full knowledge of the GCS of the Buyer.

(4) Individual agreements with the Buyer made in specific cases (including ancillary agreements, additions and changes) have priority in any case over these GCS. A written contract or our written confirmation is authoritative for the content of such agreements.

(5) Legally significant declarations and notices that the Buyer is required to make with respect to us after conclusion of the contract (e.g. setting of deadlines, reporting of defects, declaration of withdrawal or reduction) require written form to be valid.

(6) Notes on the application of legal provisions serve only for clarification. Even without such clarification, therefore, legal requirements apply as long as they are not directly modified or expressly excluded in these GCS.

§ 2 Contract conclusion

(1) Our offers are non-binding. This also applies, if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form, to which we hold proprietary rights and copyrights.

(2) The order of the Products by the Buyer is considered to be a binding contractual offer. If nothing else results from the order, we are entitled to accept this contract offer within 2 weeks of its receipt.

(3) This acceptance can be declared either in writing (e.g. by confirmation of assignment) or by delivery to the Buyer.

§ 3 Delivery deadline and delayed delivery

(1) The delivery date will be individually agreed or specified by us upon acceptance



of the order. If this is not the case, the delivery time is approximately 12 weeks from the order.

(2) If we are unable to comply with binding delivery dates for reasons for which we are not responsible (unavailability of the service), we will immediately inform the Buyer of this and at the same time communicate the new foreseen delivery date. If the service/performance is also not available by the new delivery date, we are entitled to withdraw completely or partially from the contract; we will immediately reimburse a return performance of the Buyer. Untimely self-delivery by our suppliers is in particular considered to be unavailability of the service if we have completed an equivalent cover transaction, neither us nor our suppliers are at fault or if in individual cases we are not subject to an obligation for procurement.

(3) Determination of a delay of delivery is made according to legal provisions. In every case, a notice must be provided by the Buyer. If we fall into a delay of delivery, the Buyer can demand a lump-sum reimbursement of damages due to the delay. The lump-sum compensation for damages amounts to 0.5% of the net price for each completed calendar week (delivery value), in total however no more than 5% of the delivery value of the Product whose delivery was delayed. We reserve the right to prove that no damages or only substantially lesser damages than the existing lump sum have been incurred.

(4) The rights of the Buyer pursuant to §8 of these GCS and our legal rights in particular for an exclusion of liability (e.g. due to impossibility or unacceptability of the service and/or nonfulfillment) remain unaffected.

§ 4 Delivery, transfer of risk, acceptance, delay of acceptance

(1) Delivery takes place starting from the warehouse, which is also the place of performance. At the request and expense of the Buyer, the product can also be sent to another destination (sales shipment). If not otherwise agreed, we are entitled to determine for ourselves the mode of delivery (in particular transport companies, dispatch route, packaging).

(2) The risk of accidental loss and accidental deterioration of the Product is transferred at the latest upon handover to the Buyer. For sales shipment however, the risk of accidental loss and accidental deterioration of the Product as well as the risk of delay is transferred, at the time of dispatch of the Product, to the carrier, freighter or other person or organization designated for execution of the delivery. If acceptance has been agreed, this is decisive for the transfer of risk. The legal requirements regarding contracts for law and labour also apply correspondingly for an agreed acceptance. The transfer or acceptance is the same, if the Buyer is in delay of acceptance.

(3) If the Buyer comes into delay of acceptance, fails to cooperate or delays our delivery for reasons that are the fault of the Buyer, we are entitled to demand reimbursement for any damages resulting therefrom, including additional expenses (e.g. storage costs).

§ 5 Prices and payment terms

(1) If nothing else is agreed upon in individual cases, our current prices at the time of contract conclusion shall apply, off the shelf plus statutory VAT.

(2) For sales shipment (§ 4 Para 1), the Buyer bears the costs from the warehouse and the cost of any transport insurance desired by the Buyer. Any duties, fees, taxes and other public charges are borne by the Buyer. According to the Packaging Ordinance, we do not take back transport and all other packaging. They become the property of the Buyer, with the exception of pallets.

(3) The purchase price must be paid within 4 weeks after delivery or acceptance of the Product.



(4) With expiration of the aforementioned payment deadline, the Buyer goes into default. During the delay, the purchase price is to be charged interest at the applicable statutory default interest rate. We reserve the right to claim further damages. Our claim to the commercial maturity interest rate (§ 353 of the German Commercial Code) for merchants remains unaffected.

(5) Set-off or retention rights are held by the Buyer only if his claim is determined to be legally binding or is undisputed. For defects in delivery, the adverse rights of the Buyer, in particular pursuant to § 7 Para. 6 Sent. 2 of these GCS remain unaffected.

(6) If after conclusion of the contract it becomes apparent that our claim to the purchase price is threatened by a lack of capacity of the Buyer to perform (e.g. by application to initiate insolvency proceedings), we are entitled to withdraw from the contract (as necessary with setting of a deadline) according to the legal provisions regarding refusal of service (§ 321 of the German Civil Code). For contracts regarding the manufacture of unacceptable objects (single unit products), we can declare withdrawal immediately; the legal regulations regarding the dispensability of setting a deadline remain unaffected.

§ 6 Reservation of title

(1) We reserve the right to ownership of the sold Products until full payment of all of our current and future demands from the purchase contract and ongoing business relationship (secured claims).

(2) The Products subject to retention may neither be pledged to third parties nor assigned as securities prior to full payment of the secured claims. The Buyer must inform us immediately in writing if and to what extent third parties have access to the Products belonging to us.

(3) For behaviour of the Buyer that is in breach of the contract, in particular non-payment of the purchase price due, we are entitled to withdraw from the contract according to legal provisions and to demand the Products on the basis of the right to retention and withdrawal. If the Buyer does not pay the purchase price due, we may only assert these rights if we previously unsuccessfully set a reasonable payment deadline for the Buyer or if such a setting of a deadline is unnecessary according to legal provisions.

(4) The Buyer, as a part of ordinary business activities, is entitled to resell and/or further process the Products subject to retention of title. In this case, the following provisions shall also apply.

(a) The retention of title extends to the processing, mixing or combining of products resulting from our Products, up to their full value, in which case we are considered to be the manufacturer. If the right to ownership of third parties remain in the event of processing, mixing or combining with the products of third parties, we thereby acquire co-ownership in proportion to the invoice amount of the processed, mixed or combined Products. Moreover, the same applies for the resulting product as for the Product delivered under retention of title.

(b) The Buyer now transfers to us in their entirety the claims against third parties deriving from resale of the Products or the derived products or in the amount of any remaining co-ownership shares as a security, in accordance with the preceding paragraph. We hereby accept the assignment. The obligations of the Buyer specified in Para. 2 also apply in consideration of the assigned claims.

(c) The Buyer remains authorized along with us to recover the claim. We undertake not to collect the claim as long as the Buyer fulfils his payment obligations to us, is not in arrears, no application for initiation of



insolvency proceedings has been filed, and no other lack of his capacity to perform is present. However, if this is the case, we can demand that the Buyer makes known to us the assigned claims and their debtors, provides all information required for collection, hands over the relevant documentation and reports the assignment to the debtors (third parties).

(d) If the realizable value of the securities exceeds those of our claims by more than 10%, we will release securities at our discretion at the Buyer's request.

§ 7 Claims for defects of the Buyer

(1) The legal requirements apply to the rights of the Buyer for material and legal defects (including false delivery and under-delivery or improper assembly or improper assembly instructions), as long as nothing else is specified in the following. In all cases, the special legal provisions regarding final delivery of the Product to a consumer remain unaffected (Supplier regress pursuant to §§ 478, 479 of the German Civil Code).

(2) The basis for our liability for defects is primarily regarding the quality of the agreement regarding the Products. Product descriptions (also from the manufacturer) that were handed over to the Buyer prior to his order or similarly were included in the contract like these GCS are considered to be agreements on the quality of the products.

(3) If the quality was not agreed upon, legal regulations shall be used to assess whether a defect exists or not (§ 434 Para 1 P. 2 and 3 of the German Civil Code). For public sales by authorized dealers (buyers) or other third parties (e.g. advertisements), we assume no liability, however.

(4) The defect claims of the Buyer assume that he has met his legal obligations for investigations and notice regarding defects (§§ 377, 381 of the German Commercial Code). If during the investigation or later a defect is found, we must immediately be provided written notice of this. The notice is considered to be immediate if it has been made within two weeks, in which case timely dispatch of the notice is sufficient for observance of the deadline. Independent of this obligation to investigate and provide notice regarding defects, the Buyer must report obvious defects (including false and under-delivery) in writing, wherein timely dispatch of the notice is also sufficient for meeting the deadline. If the Buyer fails to conduct a proper investigation and/or report defects, our liability for the non-reported defect is excluded.

(5) If the delivered object is defective, the Buyer may at his discretion demand subsequent performance (subsequent improvement) or delivery of a defect-free object (replacement). If the Buyer makes no declaration regarding which of the two rights he selects, we may set a reasonable deadline for him regarding this matter. If the Buyer does not make a choice within the given period, the right to decide is transferred to us upon expiration of the deadline.

(6) We are entitled to make the owed subsequent performance dependent upon the Buyer paying the purchase price due. The Buyer is however entitled to retain an appropriate portion of the purchase price in proportion to the defect.

(7) The Buyer shall give us sufficient time and opportunity for the owed subsequent performance, and in particular provide the rejected Product for inspection purposes. In the event of replacement delivery, the Buyer must return the defective object to us according to legal provisions. Subsequent performance includes neither upgrading of the defective object nor new installation, if we were not originally obligated to installation.



(8) The expenses necessary for the purposes of testing and subsequent performance, in particular transport, travel, labour and material costs (not: upgrade and installation costs) will be borne by us if a defect is actually present. If however a demand by the Buyer for resolution of a defect turns out to be unjustified, we can demand reimbursement from the Buyer for the costs deriving therefrom.

(9) In urgent cases, e.g. for endangerment of operational safety or for defence against disproportionate damage claims, the Buyer has the right to resolve the defect himself and to demand reimbursement for the objectively necessary expenses for this purpose. We must be immediately notified regarding such self-efforts in advance. The right to self-handling does not exist if we were entitled to deny a corresponding subsequent performance according to legal provisions.

(10) If the subsequent performance fails or a deadline that the Buyer was required to set for subsequent performance has expired without success, or is unnecessary according to legal provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price. For an insignificant defect, however, there is no right to withdrawal.

(11) Claims of the Buyer for reimbursement for damages or compensation of wasted expenses only exist in accordance with § 8 and are otherwise excluded.

(12) In deviation from the otherwise applicable legal provisions regarding steel handrails, the Parties hereby agree that the period for the beginning of defect claims first begins with dispatch to the end customer. The warranty period is 1 year. For all other purchased goods, in particular batteries and battery charging units, the normal legal provisions shall apply.

§ 8 Other liability

(1) Unless otherwise specified by these GCS including the following provisions, we are not liable for any breach of contractual or noncontractual obligations under applicable legal provisions.

(2) We are liable to compensate for damages - regardless of legal reason - in cases of wilful intent and gross negligence. For simple negligence we are only liable

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

b) for damages due to the breach of a substantial contractual obligation (obligation whose fulfilment itself enables the proper performance of the contract and upon whose compliance the contractual partner relies and may regularly rely upon); in this case however, our liability is limited to reimbursement of foreseeable, typically occurring damage.

(3) The liability limitations resulting from Para. 2 shall not apply if we have maliciously concealed a defect or have accepted a guarantee for the quality of the Product. The same applies for claims of the Buyer under the Product Liability Act.

(4) In the event of a breach of duty that does not consist of a defect, the Buyer may only withdraw or cancel if we are responsible for the breach of duty. A free right of the Buyer to cancel (in particular pursuant to §§ 651, 649 of the German Civil Code) shall be excluded. In addition, legal requirements and legal consequences apply.