

General Terms and Conditions

of the company Weisse & Eschrich GmbH & Co. KG, Lauensteiner Str. 20, 96337 Ludwigsstadt

I. General remarks

1.

All deliveries and services between Weisse & Eschrich GmbH & Co. KG (“Weisse & Eschrich”) and the ordering party shall be carried out exclusively under the conditions named hereinafter, unless a different agreement has been expressly drawn up between the parties.

2.

Weisse & Eschrich’s General Terms and Conditions are valid for companies in the sense of Section 14 Civil Code [Bürgerliches Gesetzbuch, BGB].

II. Offer, cost estimate, extent of the contract

1.

An offer or a cost estimate is only binding when the submittal has been put into writing and is expressly defined as binding in the text.

The ordering party bears liability for the accuracy and completeness of the information and documents he must submit for the purpose of carrying out the assignment.

2.

Weights and measurements as stated in Weisse & Eschrich’s offers and confirmation of the assignments are approximations; deviations are permissible according to DIN or in any case as far as is common practice. Other deviations need a special agreement. The permissible tolerances are laid down according to their use in the standard sheets DIN ISO 14315, DIN ISO 9044, and DIN ISO 3310, and are considered as agreed.

3.

Information and oral or written consultations in connection with the order placement are always performed as a matter of courtesy; there is no liability therefor.

III. Delivery

1.

Delivery dates are only binding for Weisse & Eschrich if they are promised by Weisse & Eschrich expressly and in writing and also without reservation.

2.

Insofar as delivery dates have been announced with binding effect by Weisse & Eschrich, these are made subject to a punctual and complete delivery to Weisse & Eschrich themselves by the relevant suppliers or sub-contractors. If Weisse & Eschrich do not receive deliveries adequately or punctually in such instances, for reasons for which Weisse & Eschrich can not be held responsible, Weisse & Eschrich are entitled either to postpone the delivery date for the duration of the hindrance or to withdraw from the contract.

Under circumstances such as this, there shall be no compensation claims by the ordering party, for whatsoever reason. This is also the case in the event of such instances as *force majeure* or other unforeseeable or unavoidable events (extraordinary disruptions in their own operating procedures or

in those of sub-suppliers or in those of transport companies etc.). A legally enforceable right of withdrawal by the ordering party is not affected hereby.

3.

Compliance with delivery dates shall be determined by the time of the dispatch of the materials sent from the factory of Weisse & Eschrich in 96337 Ludwigsstadt.

4.

Partial deliveries of the overall contractual amount are permitted by Weisse & Eschrich insofar as the ordering party can be expected to tolerate this.

IV. Prices and payment conditions

1.

All prices are to be understood ex works of Weisse & Eschrich and are net prices plus value-added tax at the rate set down by law, insofar as it is laid down by law, and also plus the cost of packaging.

2.

Invoices are due for payment without deductions within 30 days of the delivery and presentation of the invoice at the latest, unless different arrangements have been made.

If payment is made within 14 days of the delivery and presentation of the invoice, the ordering party shall receive a price reduction (discount) of 2 % of the amount in the bill. The claim to a discount presupposes that there are no older outstanding payment obligations.

3.

There shall be no off-setting with a counter-claim by the ordering party unless the counter-claim has been legally established or is not contested by Weisse & Eschrich.

4.

In the event of arrears, default interest will be charged at the rate of 9 percentage points above the basic rate of interest per anno. The assertion of a claim by Weisse & Eschrich to higher arrears damages which have been caused, remains unaffected thereby.

V. Acceptance, transfer of risk

1.

If an acceptance is to be performed by the ordering party, it takes place in the factory of Weisse & Eschrich. The ordering party is under obligation to perform the acceptance immediately on receipt of the notification of completion, and within 3 working days at the latest.

The acceptance by the ordering party is regarded as granted when:-

- the ordering party do not express themselves about the acceptance requirement within the above-mentioned deadline, or
- the ordering party do not refuse the acceptance within the above-mentioned deadline by announcing at least one important defect.

2.

If the ordering party gets into arrears with the acceptance, Weisse & Eschrich can either place the ordered item into storage at the expense of the ordering party or send the item to the ordering party at his expense without an acceptance.

3.

The place of performance is Ludwigsstadt. If the ordered item is to be sent at the request of the ordering party to a place that is different from the place of performance, the transfer of risk commences with the transfer to the person carrying out the transport, independently of the location of the dispatch. Weisse & Eschrich thereby choose the means of transport and the transport route unless an agreement has been made about this with the ordering party. The cost of packaging and freight is borne by the ordering party unless a different agreement was made when the order was confirmed.

The risk of an incidental loss/destruction or an incidental deterioration of the ordered item is transferred to the ordering party both on the acceptance and also on the commencement of the acceptance arrears, or, when an acceptance is not anticipated, on transfer from the factory of Weisse & Eschrich.

VI. Claims for defects and liability

1.

Weisse & Eschrich fulfil justified guarantee claims with regard to the ordered item up to the duration of one year as from the date of the delivery or of the acceptance. After that all claims to Weisse & Eschrich about defects can no longer be made. If the defect is a material flaw, which falls within the scope of responsibility of a sub-supplier of Weisse & Eschrich, Weisse & Eschrich hereby now transfer in advance their own guarantee claims against the sub-supplier to the ordering party with the consequence that in this respect there can be no claims against Weisse & Eschrich.

2.

Complaints about obvious defects must be made in writing to Weisse & Eschrich at the acceptance or on the date of delivery, or within two weeks thereafter at the latest. This also applies to deficiencies which are discovered during ordinary and immediate checks for freedom from defects and completeness. If a complaint is not made within the deadline, there can be no claims under the guarantee.

3.

There can also be no claims under the guarantee when the defects are the result of normal wear and tear, a minor deviation from the contractually agreed quality, or a minor reduction in the usability, or improper or faulty use or an alteration by the ordering party or by a third party, or on the basis of external influences (e.g. mingling of non-ferrous metals). This also applies to unprofessional repairs or alterations by the ordering party.

4.

If the ordering party has the right to a supplementary performance because of a defect, Weisse & Eschrich are entitled, if they wish, to put matters right by correcting the defect or by organising a compensatory delivery or a new production of the ordered item. The ordering party has the right to reduce the wages or to withdraw from the contract only if the supplementary performance finally fails.

5.

Weisse & Eschrich bear liability for claims for damages and compensation of expenses as the result of breach of duty caused by Weisse & Eschrich – except for injury to life, limb, or health – only in the event of wilfulness and gross negligence. In the event of the violation of important contractual obligations Weisse & Eschrich bear liability for negligence, but only up to the amount of the contract-typical and foreseeable damages. There shall be no claims for a loss in profits, production stoppage, or other indirect damages or consequential damages.

VII. Reservation of title, right of lien and retention of goods

1.

Weisse & Eschrich reserve the right to the ownership of the delivered contractual item up to the complete payment of the bills. The reservation of title extends hereby to all the payment demands arising from the current business relationship with the ordering party. If the property of Weisse & Eschrich is destroyed as the result of combining, mixing, or processing, Weisse & Eschrich will become co-owners, in the ratio of the values, of the item with which the supplied item has been combined, mixed, or to which it has been processed.

2.

The ordering party is entitled to resell the contractual item in a normal business transaction. All payment demands arising from the resale, or for a similar legal reason, from his purchaser or a third party shall be assigned in advance to Weisse & Eschrich, and Weisse & Eschrich accept this herewith. However, the ordering party remains authorised to collect the assigned payment, whereby the entitlement of Weisse & Eschrich to collect the money themselves remains unaffected. Weisse & Eschrich must be informed immediately of any seizure or other access by a third party of an item which is subject to the reservation of title, or of an assigned payment.

3.

Weisse & Eschrich have the right of retention of goods for all the claims arising from the order, and a contractual right of lien to the items which they have in their possession. The right of retention and the contractual right of lien can also be asserted for payment demands arising from previous services and deliveries insofar as these are connected with the contractual item.

VIII. Final remarks

1.

The law of the Federal Republic of Germany is valid with the exception of the laws relating to international private rights and UN purchase rights.

2.

The place of fulfilment for all the obligations arising from this contractual relationship is the seat of Weisse & Eschrich in 96337 Ludwigsstadt.

3.

The place of jurisdiction for all disputes arising from the contractual relationship is the Court which is competent for Ludwigsstadt. Weisse & Eschrich are however also entitled to introduce legal action at the location of the contractual partner's registered office or before other courts which are competent in domestic and foreign law.

4.

Should one regulation of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining regulations of these General Terms and Conditions.

As of 1st October 2019