

1. General, scope of application

(1) All quotations, deliveries and other services by Albert Holz GmbH – present and future – are based solely on these terms and conditions. Counter-confirmations by customers based on their own business or purchasing policies are herewith rejected. Customer conditions that are different from or not mentioned in these General Terms and Conditions can only become part of a contractual agreement if we have accepted them in writing.

(2) Our General Terms and Conditions apply only to persons who, at the time of signing the contract, are exercising their commercial or independent professional activity (entrepreneurs) and to juristic persons under public law and to special funds under public law.

2. Conclusion of contract, self-supply reservation, re-exports

(1) Orders will become legally binding with our confirmation by e-mail, the content of which alone defines the contractual relationship as well as the scope of delivery and services. Subsidiary agreements, verbal explanations by employees or representatives as well as changes to confirmed orders (including changes to ordered items) need to be confirmed in writing by us in order to become valid.

(2) Our obligation to deliver is subject to the provision that we have received the required goods correctly and on time from our suppliers (self-supply reservation).

(3) All products delivered by us are intended to remain in the country of delivery, chosen by the customer. The re-export of our products is in principle subject to the foreign trade regulations of the Federal Republic of Germany or the country of origin, respectively, and might require the customer to apply for permission. It is the responsibility of the customer to find out about and comply with the applicable regulations.

3. Prices

(1) If not otherwise agreed, our prices apply ex works or warehouse, excluding packaging, shipping and insurance, as well as any VAT or customs duties that might apply.

(2) Prices are always valid for the corresponding order only – they do not apply to past or future orders.

(3) In case of contracts with agreed delivery periods longer than five weeks, both parties may demand a revision of the agreed price corresponding to changes in price-determining factors that are outside the influence of the contracting parties, such as decreases or increases of cost due to collective trade agreements or changes in the price of raw materials. Changes in price will be limited in scope to compensate for the increase or decrease in cost incurred. Either party shall also be entitled to demand a change in price if delays incurred by the other party cause delivery time to be longer than five weeks. A price change cannot be made if a fixed price agreement has been made in the contract.

4. Payment

(1) If not otherwise agreed, payments are to be made within 10 days of the invoice date and for the full net amount. Initial orders have to be paid in advance or cash on delivery. Payment is deemed complete only when we can freely dispose of the amount (receipt of payment).

(2) Bills of exchange and checks shall only be accepted provisionally on agreement from us, and are deemed valid payments only after the amount has been credited to our account. Bank fees, discount charges, stamp fees on bills of exchange as well as any other fees plus VAT shall be charged to the customer according to private bank rates.

(4) Any offsetting is only permitted in the case of accepted, undisputed claims or claims that have been awarded the customer through final legal judgment. The customer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship and this counterclaim is recognised by us, is undisputed or has been established by a court of law.

5. Delivery period, acceptance of delivery, default of acceptance

(1) If a delivery period is part of the agreement, then this period begins with our order confirmation, but not before the customer has provided us with all necessary documents, permits and clearances as well as answers to all technical questions and details about the desired options that are required by the customer.

(2) The delivery period will be considered fulfilled if the conditions leading to transfer of risk described in section 6 have been fulfilled before its expiration.

(3) The delivery period will be extended appropriately – even in case of a delay in delivery – in the event of a force majeure and all other unforeseen hindrances occurring after conclusion of contract yet outside of our responsibility, insofar as these hindrances are proven to be relevant to furnishing the due service. This also applies if said hindrances occur to one of our suppliers. Beginning and end of such hindrances will be communicated to the customer as soon as possible. Should the hindrance last longer than three months or is certain to last longer than three months both the customer and we are entitled to withdraw from the contract.

(4) If the customer is in arrears with the acceptance of delivered items or payment, we may, after fruitless expiry of an appropriate legally required extension determined by us, withdraw from the contract and/or demand compensation instead of services. When pressing claims for damages we can without further proof demand compensation amounting to 20 % of the purchase price to compensate lost profit if the delivered item is a standard product or 100 % of the purchase price if the delivered item is a custom-made product built to specific customer requests and we had expenditures for production and preparing delivery.

The right of the contract parties to prove higher or significantly lower actual damage remains unaffected. The regulations for evaluating damages stipulated by law also remain unaffected, as long as our side of the contract has

been completely fulfilled. In the case of a delay in the acceptance of delivery by the customer we also remain the right to charge resulting additional expenditures, especially storage costs.

6. Delivery, shipping and transfer of risk

(1) All shipments are at the expense and risk of the customer.

(2) In the absence of specific agreements regarding shipment we will determine the most appropriate mode of shipment (without any guarantee for the safest, fastest or cheapest mode of shipment).

(3) Partial shipments and services are permissible to a reasonable extent.

(4) If the delivery item enters another member state of the European Community, customers are obliged to inform us before the shipment of their VAT identification number, which will be used for managing the shipment, as well as their branch of industry. The same is true for the inclusion of further states subject to the rules of this provision.

(5) For deliveries the risk is transferred to the customer from the moment the delivery items leave our factory or warehouse. This also applies to partial deliveries. If there is a delay in shipment that is not our responsibility, the risk is transferred to the customer with the notification of readiness for shipment.

7. Warranty

(1) The client's obligation to inspect and report any defects is regulated by section 377 of the German commercial code (HGB).

(2) The limitation period for material defect claims is 12 months calculated from the transfer of risk. The statutory limitation period shall apply to claims for damages in the event of intent and gross negligence as well as in the event of injury to life, limb and health which are based on an intentional or negligent breach of duty by the user.

(3) Should the delivered goods show a not insignificant defect, we are entitled, at our discretion, to remedy the defect or to deliver a defect-free item.

(4) There is no warranty for wear and tear, especially for parts subject to wear and tear. There is also no warranty for damage or malfunction of the delivered goods if said damage is the result of improper handling or unsuitable operating conditions.

(5) We will be liable for damaged goods or defects of delivered goods only within the limits described in section 8.

(6) If the default lies with a third-party product, we are entitled to assign our liability claim against our supplier to the customer, advising them to take the appropriate (legal) recourse. We will be liable according to paragraphs 3 and 5 only if the claims against our supplier despite timely (judicial) recourse cannot be enforced, or the recourse in the individual case constitutes an undue burden.

8. Liability

(1) All claims for damages and reimbursement of costs of the customer (hereinafter referred to as "claims for damages") against us on whatever legal grounds, including breach of duties in connection with the contract, due to culpa in contrahendo, due to other breaches of duty or claims in tort, are excluded.

(2) However, this exclusion of liability shall not apply if intentional or grossly negligent conduct by us or by one of our representatives, employees or other vicarious agents is the basis for the claim for damages; if damage culpably caused by us or by one of our representatives, employees or other vicarious agents due to injury to body, life or health is the basis for the claim for damages; as well as with regard to the liability which is mandatory by law, in particular under the German Product Liability Act, and in the event of a breach of warranty promises by us or if we or one of our representatives, employees or other vicarious agents negligently breach a material contractual obligation. If we have negligently breached a material contractual obligation and no other of the aforementioned grounds for liability applies, our liability shall be limited to the amount of damages that are usually foreseeable. An essential contractual obligation is a contractual obligation the fulfillment of which makes the proper performance of the contract possible in the first place and on the observance of which the customer regularly relies and may rely. In all other respects, insofar as liability is not excluded, the statutory provisions for the amount of liability shall apply.

(3) In the event that our liability is excluded or limited according to abovementioned conditions, this shall also apply to the personal liability of our staff, employees, factory workforce, legal representatives and agents.

(4) Claims of the customer against the seller become statute-barred one year after knowledge of the facts giving rise to the claim, at the latest, however, five years after performance of the service, unless liability is unlimited.

9. Retention of ownership and securities

(1) We reserve ownership of delivered items until the buyer has fulfilled all contractual obligations – including future obligations – towards us (including accessory claims such as currency exchange costs, interest). If the customer has reached a current account agreement with us, we reserve ownership until the complete settlement of the acknowledged balance. When a check or bill of exchange is received, settlement sets in when the check or bill of exchange has been cashed and we can freely dispose of the amount without risk of recourse. If we have agreed to reimburse the customer via check or bill of exchange, retention of ownership also extends until the check or bill of exchange written by us has been cashed by the customer and does not expire with the credit entry of the received check on our part.

(2) The customer may process and sell the goods in the due course of business, but may not pledge them or assign them as security to third parties.

(3) The customer is obliged to treat goods subject to retention with due care and insure them adequately and at his own expense against theft, destruction and damage. In case of seizure, impounding, damage or loss the customer has to inform us immediately. The customer will bear all costs, in particular those arising from third-party actions against execution of seizure or those

arising from an eventual release from seizure, unless these can be collected from a third party.

(4) In case of default of payment or violation of other contractual agreements on the part of the customer we are entitled to temporarily retrieve the goods subject to retention. The use of the right of retrieval does not constitute a withdrawal from the contract.

(5) On purchase the customer assigns to us the price of purchase and other claims (including the acknowledged balance in case of a current account agreement, or the existing causal account balance in case of insolvency of the customer's business partner) in the amount of the invoice value of the retained goods, in case of resale, further processing or other legal reasons (insurance claim, tort); we herewith accept such assignment. We hereby authorize the Customer revocably to collect claims assigned to us for his own account and in his own name. This power of collection may only be withdrawn if the purchaser does not meet his payments properly. In this case the customer is obliged to inform us on demand of the relevant indications concerning the assigned claims, furnish us with the relevant documentation and communicate the assignment to the debtor.

(6) The processing or reworking of the delivered goods by the purchaser will always be executed on our behalf. If the delivered objects are joined permanently with other objects, we will acquire co-ownership in the new object corresponding to the ratio of the value of the delivered object to the value of the other objects at the time of processing. For the new object created through processing the same rules apply as to the delivered object subject to retention. If the delivered object is joined to other objects to create a new object that we do not own in its entirety, it is agreed now that the ownership of the new object is partially assigned to us (i.e. corresponding to the ratio of the value of the delivered object to the value of the other objects at the time of processing). The customer will manage our coownership without remuneration. The new object is subject to the same rules as the object delivered.

(7) Where the value that can be realized from the securities due to us according to the above provisions permanently exceeds the value of our claims against the customer by more than 10 %, we will release corresponding securities of our own choosing on request from the customer. The abovementioned coverage limit of 110% will be increased inasmuch as we are charged VAT for the utilization of collateral because of a delivery including VAT on the part of customer by the amount of said VAT.

10. Final provisions

(1) The customer allows us, without notification, to use personal data within the provisions of the Federal data protection act as far as this is necessary for the conclusion of contract provisions.

(2) Unless otherwise agreed in writing, the place of fulfillment of delivery is Burgstetten, Germany.

(3) In so far as the customer is a merchant within the meaning of the German Commercial Code, legal person or special funds under public law, the court at the seat of the company shall be the legal forum for all disputes arising directly or indirectly from the contractual relationship, including disputes concerning checks or bills of exchange. The same is true if the customer doesn't have a general place of jurisdiction within the Federal Republic of Germany or has transferred his place of residence or habitual abode to a country other than Germany after conclusion of the contract, or if the Customer's residence or habitual abode is unknown when the legal action is filed. We are however entitled to initiate legal proceedings against the customer at his own place of jurisdiction.

(4) The law of the Federal Republic of Germany under exclusion of the UN-purchase right shall be applicable for these General Terms and Conditions and the overall legal relation between the customer and us.

(5) Should individual provisions of the contract be or become ineffective or contain a loophole, the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic purpose of the invalid provision or fills this gap.