

Terms & conditions of ASSMANN WSW components GmbH

The following conditions number 1. -18. apply to commercial transactions with all customers who are not end consumers within the meaning of § 13 BGB and who are domiciled in Germany. For customers domiciled abroad, only clauses 17 and 18 apply.

1. General

1.1 Deliveries, services and offers are made exclusively on the base of these terms and conditions.

1.2 These terms and conditions therefore apply to all future business relationships, even if they are not expressly agreed again. These terms and conditions are deemed to have been accepted at the latest upon receipt of the goods or services. Counter-confirmations by the customer with reference to his conditions are also contradicted here. This also applies in the event, that the customer has prescribed a specific form for the objection. Deviations from these terms and conditions are only effective, if we confirm them in writing.

2. Conclusion of contract, information obligations in electronic business transactions

2.1. Our offers are non-binding. We reserve the right to make technical changes as well as changes in shape and color, provided that the object of purchase is not changed in its function, it is a standard product and the change is reasonable for the customer. We also reserve the right to adapt our products to a later standardization. In case of technical changes, in line with industrial standards, customers will be informed by publication a PCN (Product Change Notification) on our website.

2.2. By ordering goods, the customer makes a binding declaration that he wants to purchase the goods ordered (contract offer). We are entitled to accept this contract offer within two weeks of the day it is received by us. Acceptance can be made either expressly in writing or text form or by sending the ordered goods.

2.3. Within electronic legal transactions, the confirmation of the receipt of the order does not automatically represent a binding declaration of acceptance of the purchase order, unless the acceptance is expressly declared by an official order confirmation.

2.4. If an order is placed electronically, the text of the contract will be saved by us and, upon request, sent to the customer along with the present General Terms and Conditions by email. In addition, the information obligations of § 312 e Paragraph I No. 1-3 BGB (provision of technical aids to eliminate input errors, provision of information according to the information obligations VO, immediate confirmation of receipt) are excluded.

3. Pricing, price adjustment, changes in duties for non-EC goods

3.1. Prices are in € ex works, excluding freight, insurance and VAT. The prices stated in our order confirmation plus the applicable statutory sales tax are always decisive. We reserve the right to change our prices accordingly if, after the conclusion of the contract, cost reductions or cost

increases occur, in particular due to collective bargaining agreements or material price changes. We will provide evidence of this to the customer upon request.

For order values below € 180.00, we charge a minimum quantity surcharge of € 22.50. Sample deliveries are excluded.

3.2. If EC import duties change between the conclusion of the contract and delivery, we are entitled to adjust the agreed prices for goods that are subject to such import duties according to the changed duty amount. This does not apply if we were already aware of the change in import duties at the time the contract was concluded.

3.3. Confirmed prices of an order are in no way binding for reorders of similar parts.

4. Packaging, shipment

4.1. If there are no instructions from the purchaser for packaging and shipping, we reserve the right to choose the packaging and the transport route.

5. Payment terms

5.1. Unless otherwise agreed, our invoices are payable immediately without deduction. The customer has a contractual obligation to pay the purchase price within 30 days of receiving the goods. After this period the customer is in default of payment. We are entitled to make payments in spite of the customer's provisions to the contrary initially offset against his older debts. If costs and interest have already arisen, we are entitled to offset the payment first against the costs and then against the interest and finally against the main claim.

5.2. A payment is only considered to have been made when we can dispose about the amount. In the case of payment by paper, which we reserve the right to accept in individual cases, payment is only deemed to have been made when the paper is redeemed. The customer bears the associated costs and expenses.

5.3. The customer has a monetary debt from the due date at 8% above the base rate according to § 247 BGB to interest. We expressly reserve the right to assert further, specifically verifiable damage caused by delay.

5.4. If the customer does not meet his payment obligations, in particular, if he does not cash a check or bill of exchange or if he suspends his payments, or if we become aware of other circumstances, which put the customer's creditworthiness into question to an extent that is significant for the business relationship, we are entitled to make the entire remaining debt due, even if we have accepted checks or bills of exchange. In this case, we are also entitled to request advance payment or security.

5.5. The customer is only entitled to offset, withhold or reduce the price, even if defects or counterclaims are asserted, if the counterclaims have been legally established or are undisputed. The exercise of a right of retention is only permitted if the counterclaim comes from the same legal relationship.

6. Delivery times, delays in delivery, partial deliveries

6.1. Delivery times do not begin before all execution details have been fully clarified.

6.2. Compliance with the delivery times presupposes the fulfillment of the contractual obligations of the customer.

6.3. In the event of any delays in delivery and performance due to force majeure and due to events that make delivery significantly more difficult or impossible for us (this includes, for example, strikes, lockouts, official orders, etc.), even if they occur at our manufacturing or pre-suppliers or their suppliers, not responsible for bindingly agreed deadlines and dates. They entitle us to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part because of the part that has not yet been fulfilled.

6.4. If the hindrance lasts longer than 2 calendar months, the customer is entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part that has not yet been fulfilled. If the delivery time is extended or if we are released from our obligation, the customer cannot derive any claims for damages from this.

6.5. We can only invoke the circumstances mentioned in 6.3 and 6.4, if we notify the customer immediately of the occurrence of these events.

6.6. We are entitled to make partial deliveries to a reasonable extent, provided that legal interests of the customer are not or only insignificantly impaired.

7. Delivery contracts on demand

7.1. In the case of contracts with continuous delivery on demand, we are to be notified of the quantities and delivery dates for this when the order is placed. We are entitled to manufacture the total amount of the order in accordance with our production planning at any point in time during the delivery period, unless expressly contrary agreements have been made. Once the total amount has been produced, subsequent changes to the goods ordered are not possible.

7.2. The customer has the contractual obligation to divide and accept the order quantity during the contract period. If the order quantity has not been accepted during the call period, we are entitled, without prejudice to our further legal rights, to demand acceptance and payment of the entire remaining quantity. At the end of the contract period, the customer is in default of accepting the non-allocated and requested part of the order quantity.

7.3. If a retrieval period has not been specified, we are entitled, in the event that the customer has not made any retrieval within a period customary for retrieval, to set a deadline for further retrieval and, after its unsuccessful expiry, acceptance without prejudice to our further statutory rights and to demand payment of the entire remaining order quantity.

7.5. A reasonable price compensation in the case of stronger, unforeseeable changes in costs or changes in quantity during the call order is deemed to have been agreed. The agreed prices cannot be changed for other reasons, especially not if there is a lower competitive offer.

8. Dispatch and transfer of risk, acceptance

8.1. The risk passes to the customer as soon as the shipment has been handed over to the person carrying out the transport or has left our warehouse for the purpose of shipment. This also applies if delivery free domicile has been agreed. If dispatch becomes impossible through no fault of ours, the risk is transferred to the purchaser when notification of readiness for dispatch. The choice of the type of dispatch is left to us, unless the customer has given express instructions in this regard. Transport damage must be reported immediately upon receipt of the shipment to complain to the freight forwarder or the carrier and to issue a certificate.

8.2. We only take out transport insurance at the express request of the customer and at the expense of the resulting costs.

9. Notification of defects, warranty, compensation

9.1. We assume the warranty for the goods delivered by us in accordance with the following provisions, which finally contain the warranty rules and which do not represent a guarantee in the legal sense. In the case of merchandise, any manufacturer guarantees remain unaffected by these provisions.

9.2. The warranty period is 12 months, unless the delivered product has been used for a building in accordance with its normal use and has caused its defectiveness. It starts with the delivery date. If our technical data sheets or installation instructions are not followed or changes are made to the products, the warranty is void unless the customer can prove that the defect reported is not based on these circumstances.

9.3. The customer is obliged to notify us in writing of obvious defects immediately, at the latest, however, within two weeks of receipt of the delivery item and to describe the defect precisely. Defects that cannot be discovered within this period, even with careful inspection, must be reported to us in writing immediately after they are discovered and must be identified precisely. In the event of a violation of these regulations, the assertion of the warranty claim is excluded. The customer bears the full burden of proof for all eligibility requirements, in particular for the defect itself, the time of its discovery and the timeliness of its complaint.

9.4. In the event of a justified complaint, we can choose to provide supplementary performance through repair or replacement.

9.5. If the supplementary performance fails after the customer has set a reasonable deadline, the customer can, at his option, request a reduction in the remuneration (reduction) or cancellation of the contract. However, if there is only a minor lack of conformity with the contract, in particular only minor defects, the customer has no right of withdrawal.

9.6. If the customer chooses to withdraw from the contract due to a legal or material defect after a failed supplementary performance, he is not entitled to any additional claims for damages due to the defect. If the customer chooses compensation after a failed supplementary performance, the goods remain with the customer if this is reasonable for him. The amount of the compensation is limited to the difference between the purchase price and the value of the defective one thing. This does not apply if the lack of conformity was caused by us fraudulently.

9.7. Unless otherwise expressly agreed, only our product description in the sales catalog or, in the case of custom-made products, the approval drawing countersigned by the customer and, if applicable, the approval sample is decisive for the contractual quality of the products supplied by us. The approval sample is only used to check the approval drawing; information on the condition is not associated with the template. Public statements, promotions or advertising do not represent a contractual description of the properties of the goods.

9.8. Warranty claims against us are only available to our direct contractual partner and are not transferable.

9.9. If the customer's planning contains specifications that we recognize as critical or not feasible in terms of production technology, we shall notify the customer of this by submitting a counter-proposal. In this case, the customer is obliged to check our change proposal for usability in his production on his own responsibility. We do not accept any assurances or liability with regard to the suitability of our proposed change for the purposes of the purchaser.

9.10. ASSMANN WSW components has installed a quality management system certified according to DIN-EN ISO 9001. The customer is entitled to find out about the type and scope of the quality tests. Further tests than those laid down in our QM manual require a separate written agreement between the customer and us with a precise description of the test parameters and test methods.

9.11. In particular, our quality management system does not release the customer from the need for a proper incoming goods inspection.

10. Limitations of Liability

10.1. We are not liable for slightly negligent breaches of insignificant contractual obligations.

10.2. In the case of other slightly negligent breaches of duty, our liability is limited to the foreseeable, contract-typical, direct average damage based on the type of goods. This also applies to slightly negligent breaches of duty by our legal representatives or vicarious agents.

10.3. The above limitations of liability do not apply to customer claims arising from product liability or in the event of physical injury or damage to health attributable to us or in the event of the customer's life being lost.

10.4. Claims for damages by the customer become statute-barred one year from the delivery of the goods. This does not apply to customer claims arising from product liability or in the event of physical or health damage attributable to us or in the event of the customer's life being lost.

11. Return of goods

11.1. Returns of goods, including those that are caused by product defects, always require our prior consent in text form for organizational reasons in our goods acceptance department. We generally do not issue these for custom-made items and items that have expired, unless their return is based on product defects.

11.2. Together with our consent, the customer receives return documents or labels that must be attached to the return. Without this, proper processing of the goods receipt cannot be guaranteed, which is why such shipments are not accepted.

11.3. In the event of a return of goods that is not caused by product defects, we will credit 70% of the calculated price for items in their original packaging and undamaged. The customer reserves the right to prove that the costs we incur for examination, reconditioning, repackaging and treatment in our factory are less than the deduction of 30%. If the goods are damaged or not in their original packaging, we will calculate the specific costs, but at least 60% of the original price of the goods, whereby the customer reserves the right to provide evidence of lower costs

12. Retention of title

12.1. Until all liabilities from the business relationship - including interest and costs - have been fully settled, we reserve title to the delivered goods. At our request, the purchaser is obliged to store and insure the goods delivered subject to retention of title and must provide us with evidence of this upon request. In the case of the purchase price repayment by check / bill of exchange, our retention of title does not expire when the customer's check is redeemed, but only when the last refinancing document is redeemed.

12.2. The customer is entitled to dispose of the reserved goods - also processed - in the ordinary and proper course of business. However, he has to reserve ownership until his purchase price claim has been paid in full. The customer may not pledge the reserved goods or assign them as security and must notify us immediately of any seizures by third parties or other third party access to the reserved goods.

12.3. If the customer processes or processes goods supplied by us or combines or mixes them with other goods that do not belong to us, the processing or processing is free of charge for us as the manufacturer. Accordingly, we acquire ownership or co-ownership in the proportion of our product in the total added value of the item created through processing. The customer keeps the newly created item for us free of charge. If the customer processes our goods with goods from other suppliers, we shall become joint owners of the new item on a pro rata basis. Insofar as we become owners or co-owners through processing or processing new items, the provisions applicable to the goods subject to retention of title also apply accordingly to them or our co-ownership share.

12.4. The purchaser hereby assigns to us the claims to which he is entitled from the resale, subject to the condition precedent of their occurrence. If the goods subject to retention of title are resold after being combined, in particular with goods that do not belong to us, the assignment is only made in the amount of the sales value of our goods subject to retention of title. If the third party debt is higher than our claim, the claim against the third party purchaser is only transferred to us to the extent that it corresponds to the value of our reserved goods.

12.5. The purchaser is entitled to collect the claims assigned to us from the third party purchaser for us. However, he has to transfer the collected amounts to us immediately. We reserve the right to collect the claim directly from the third party buyer, who is to be made known to us for this purpose.

12.6. In the event of behavior by the customer contrary to the contract, in particular default of payment or breach of obligations according to the above Paragraphs 1 and 2 entitle us to withdraw from the contract and to demand the return of the goods without prejudice to further legal rights due to this breach of duty by the customer.

13. Tool costs, ownership of tools

13.1. If ASSMANN WSW components is commissioned by the customer to create tools for the manufacture of products, then these tools remain the property of ASSMANN WSW components. Proportional tool costs will be charged to the customer.

14. Property rights, copyright

14.1. The purchaser is responsible for ensuring that goods which we manufacture according to his specifications do not infringe the property rights of third parties. If claims are made against us for the manufacture or delivery of such articles by third parties with the assertion of an infringement of property rights, the customer shall indemnify us from all claims. We will only conduct defense processes in such cases if the customer requests us to do so with a binding declaration of assumption of costs. In this case we are entitled to demand security because of the process costs.

14.2. The customer has a contractual obligation, documents and drawings made available to him, as well as constructive services and suggestions for the design and manufacture of turned parts and assemblies, which the customer may only use for the agreed purpose. He is prohibited from making them accessible to third parties or the subject of publications without our consent.

15. Confidentiality

Like us, the customer is obliged to treat all commercial and technical details that are not obvious and that become mutually known through the business relationship as business secrets. Drawings, models, stencils, samples and similar objects may not be given to third parties or otherwise made accessible. The reproduction of such items is only permitted within the framework of operational requirements and the provisions of copyright law.

16. Data protection

The processing of the business relationship is supported by a data processing system. Accordingly, the customer's data (address, delivery products, delivery quantities, prices, payments, cancellations, etc.) are recorded in an automated file and stored until the end of the business relationship. The customer is hereby informed of this storage. Legal basis: §§ 27 ff, 33 BDSG.

17. Place of performance, place of jurisdiction

The place of jurisdiction and place of performance for all disputes arising directly or indirectly from the contractual relationship, including actions on bills of exchange, is the court responsible for Lüdenscheid.

18. Choice of law, terms and conditions in dealings with foreigners

Contracts that are concluded with buyers who are not based in Germany are subject to German law including the United Nations Convention on Contracts for the International Sale of Goods, unless this is supplemented or changed by the following conditions:

18.1. Our offers are binding, unless expressly designated as non-binding.

18.2. Delivery is EXW in accordance with Incoterms 2010.

18.3. Ownership of the contractual goods is only transferred to the customer after they have been paid in full.

18.4. Unless otherwise agreed, payments are to be made in €. If the customer does not pay by the due date, he has to pay interest of 8% above the respective base rate of the European Central Bank from the due date.

18.5. The delivered goods must be examined immediately. The complaint of the lack of conformity of the goods must be made immediately. In any case, a deadline of 6 months from receipt of the goods applies to the complaint of lack of conformity, even in the case of hidden defects.

18.6. All claims by the customer due to the lack of conformity of the goods shall expire in 6 months, starting with the day of the timely complaint in accordance with Section 17.5.

18.7. If the goods are not in accordance with the contract, we have the right, notwithstanding Art. 46 of the Convention, to deliver replacements instead of repairing them. In this case, the customer has to make the non-contractual goods available to us at our expense.

18.8. We only have to pay compensation for non-conformity of the goods if we are at fault with regard to this non-conformity. The amount of the claim for damages is limited to € 25,000.00.

18.9. The ineffectiveness of any of these clauses does not affect the legal validity of the rest of the contract.

18.10. The place of jurisdiction is the seat of the seller, but we are also entitled to sue the customer at his general place of jurisdiction.