

General Terms and Conditions of Sale and Delivery of wi-sales GmbH

1. General The conditions printed below apply exclusively to all of our sales transactions. They also apply to all future business relations, even if they are not expressly agreed again. Conditions and agreements deviating from this are only valid if they have been expressly recognised by us and are recorded in writing or by telex. The terms and conditions also apply to special items and custom-made products. Our terms and conditions are considered accepted at the latest when the goods or services are received. Counter-confirmations by the customer with reference to his own terms and conditions are hereby rejected.

2. Offer and prices Our offers are subject to change and can be revoked immediately after acceptance by the customer. Orders and declarations of acceptance require written form, as well as additions, changes and side agreements. Unless otherwise agreed in writing, the prices are in EUR net plus the applicable VAT and ex works, excluding the costs for packaging and freight. Obvious errors in offers as well as in order confirmations relieve us of any obligation to deliver at these prices.

3. Delivery The delivery is made with a delivery note that contains the description of the goods or article number and the quantity. Shortfalls of or excess deliveries of up to 10 percent of the quantity ordered are permissible. We reserve the customary deviations for the specified dimensions. If the customer submits documents such as drawings, samples, etc. that contain technical defects, they are solely liable for the consequences of these defects. If nothing else has been agreed, mail order purchase applies. The goods are dispatched at the cost and risk of the customer. If the goods

are ready for dispatch and shipment is delayed for reasons for which we are not responsible, then the risk is transferred to the purchaser on receipt of our communication that the goods are ready for shipment. Delivery times shall be regarded as only approximately agreed. We are entitled to make partial deliveries at any time. In exceptional circumstances, e.g. strike, lock-out, bankruptcy, insolvency or delivery difficulties of our upstream supplier, the lack of the necessary raw materials and auxiliary materials, any kind of force majeure, we reserve the right to postpone delivery for the period of the disturbance or to withdraw from the contract in whole or in part. The purchaser is not entitled to a right of withdrawal or a claim for damages due to the aforementioned obstacles.

4. Acceptance Goods ordered on call are to be accepted at the latest three months after the start of readiness for dispatch. Compliance with this obligation is a main obligation, on the grounds of which we are entitled to withdraw from the contract or to demand compensation for non-performance.

5. Warranty The purchaser must report any defects in writing immediately, but no later than one week after receipt of the goods. The customer is responsible for immediate inspection and notification. Minor deviations arising from the production process, which do not significantly influence function and quality, do not entitle the customer to report defects. If defects are not recognisable, the period begins with their discovery. The warranty period is a maximum of 12 months. In the event of a defect, we have the option of remedying the defect free of charge or to taking back the delivery and replacing it

free of charge. If neither rectification of the defect nor replacement are possible or if we do not carry it out, the purchaser has the right to demand a reduction in the fee paid or cancellation of the contract. In the case of custom-made products, they are only entitled to a reduction. If the defect is due to a performance by our supplier, the customer's claims shall not exist if we assign our claims against the supplier to the customer and these can be enforced against the supplier. We are not liable for consequential damage that can be attributed to the defectiveness of the delivered goods themselves. Claims arising from tortious acts are, as far as permissible, excluded.

6. Retention of title / Extended retention of title The goods remain our property until full payment of the purchase price and the settlement of all other claims from the business relationship, including old ancillary claims. The purchaser is entitled to process and sell the reserved goods in the ordinary course of business as long as they are not in default. In the case of resale of goods subject to retention of title on credit, he must secure our rights. Pledges or transfers are not permitted. In the event of third-party seizure of the reserved goods the customer shall draw the third party's attention to our ownership and notify us promptly. The processing can give rise to no obligations upon ourselves. If the goods subject to retention of title are processed, combined, mixed or blended with goods that do not belong to us, we shall be entitled to a co-ownership share in the new item based on the value of the invoice. If the purchaser acquires sole ownership of the new item through one of these processes, it is hereby agreed in advance that they will transfer co-ownership of the new item to us in the ratio of the invoice value of the reserved goods. The purchaser assigns to us the claims of the purchaser from the resale of the reserved goods. If the resale takes place after processing,

combining, mixing or blending, this advance assignment applies in the amount of the invoice value of the reserved goods. We authorise the customer to collect the claims assigned by us in their own name and for their account. This authority to collect can be revoked if the purchaser does not duly fulfil his payment obligations. If the customer breaches the contract, especially in the event of delayed payment, we are entitled to reclaim the goods subject to retention of title or, if necessary, to demand that the customer's surrender claim be assigned to third parties. Our taking back and pledging the reserved goods does not constitute a withdrawal from the contract. We have a right of withdrawal if the financial situation of the customer deteriorates so that their solvency appears to be at risk. This also applies to any deterioration that occurred before the contract was concluded, provided that we only become aware of it after the contract was concluded. If the customer has given incorrect information about their financial situation or company relationships, we can demand compensation for the costs and defaults incurred or still arising despite the withdrawal.

7. Terms of payment Our claim is due for payment upon transfer of risk. During dispatch, this is the time of delivery to the forwarding agent or post office or to the person or institution responsible for delivery. The invoice issued is deemed to be accepted in full eight days after receipt. Our invoices are payable within 14 days after invoicing with a 2% discount or at the latest 30 days after invoicing without deduction. After 30 days or after the express value date, the customer is in default, even without a special reminder, and from then on has to pay the usual bank interest. We are entitled to credit payments against the customer's older debts, despite contrary provisions. A payment is deemed to have been made when we can dispose of the

amount. In the event of a delay, we are entitled to charge costs and interest that the banks charge for unsecured loans. Other claims for damages remain reserved. In the event of delay or non-cashing of a cheque given by the customer as well as in the event of a bill of exchange protest, all claims against the customer that are open at that time fall due for payment and we are entitled to withdraw from the contract at any time and to reclaim the delivered goods, and we are entitled to demand advance payments or security payments. In this case, all other agreements made will also lapse. We reserve the right to deliver against cash on delivery or against invoice with a specific payment target. The purchaser is only entitled to offset or withhold payment if the counterclaims have been legally established or we have recognised them. The customer is only entitled to assign claims against us to third parties with our consent.

8. Compensation Damage claims from impossibility or delay of delivery, positive breach of contract and fault upon conclusion of the contract as well as from unlawful acts are excluded against us as well as our vicarious agents, unless there is wilful or grossly negligent behaviour. In the case of negligent behaviour, the right to compensation is limited to compensation for the foreseeable damage at the time the contract is concluded. Claims due to the lack of a guaranteed property are based on statutory provisions. The customer must inform us immediately of any accidents when using the goods supplied by us. As far as possible, they must keep the goods in question or request them back from their purchaser and make them available to us on request. If the customer culpably violates this obligation, they are solely responsible for the damage they have suffered and must compensate us for any disadvantage arising therefrom.

9. Place of performance and jurisdiction For the entire legal relationship between the purchaser and us, the law of the Federal Republic of Germany applies exclusively, to the exclusion of the UN Sales Convention. The place of fulfilment and exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the seat of our company: likewise for claims for cheques and bills of exchange.

10. Final provisions Should parts of these conditions or the contract be ineffective, the effectiveness of the remaining parts and the contract will not be affected. In the event of the ineffectiveness of one of these provisions, we are entitled to replace the ineffective provision with an effective regulation, the economic result of which corresponds as far as possible to the ineffective provision