

# General terms & conditions of business

## 1. General aspects

- 1.1. These general terms & conditions apply unless the contractual partners have expressly agreed other conditions in writing. Other conditions are only valid, when we have agreed to them in writing.
- 1.2. By placing an order, the orderer accepts our conditions of delivery & payment.

## 2. Prices and payment

- 2.1. Our prices are factory gate prices which do not include VAT.
- 2.2. We invoice packaging and shipping separately.
- 2.3. Our quotations are subject to change without notice and are valid for 2 months at most. We reserve the right to change confirmed prices, should price changes occur during the validity of the quotation.
- 2.4. Our invoices are payable within 10 days of the invoice date to receive 2% discount, or within 30 days for the net invoice amount. Payment by cheque is only considered complete when it has cleared. Bills of exchange are not accepted.
- 2.5. If the agreed payment deadlines are not met, we will charge interest from the due date at a rate of 5% above the base interest rate from the European Central Bank as well as charging fees to cover our processing expenses.
- 2.6. The orderer may only set off or withhold payment of the outstanding amount if the orderer's counterclaim is undisputed or if there is a legally binding enforcement order against us.

## 3. Orders

- 3.1. Over or under supply of up to 10% of the ordered quantity (at least 1 item), or deliveries depending on the blanks, are usual in the trade and are no reason to make complaints or refuse to accept delivery.
- 3.2. Call-off or framework orders must be used up within a calendar year.
- 3.3. For online orders there is no right to cancel under the German remote selling act, as it involves goods which are made to customer specifications or are clearly tailored to the personal needs of the orderer.

## 4. The responsibility for the protection of copyright on designs, templates & other documentation sent to CONTAG remain with whoever sent them, or with the orderer. It is not possible for CONTAG to make any further checks. No liability resulting from this towards third parties will be accepted. Proof sheets, samples for approval

- 4.1. The inspection and approval of proof sheets, drawings and samples releases us from all liability for faults for which no complaint was made.
- 4.2. We will accept no responsibility for faults made in the order, or in documents sent to us, for unclear or incomplete specifications. The orderer will bear all of the resulting costs e.g. for additional expenses, from delayed dates, corrections or any other damage.
- 4.3. CONTAG always manufactures to the standard parameters given in the "Technical implementation" documents. Specifications omitted by the orderer - especially for orders to a particular date - do not justify complaints.

## 5. Tools and jigs

- 5.1. Tools, jigs and press fittings are only invoiced in part. They remain our property.

## 6. Delivery times

- 6.1. Delivery times are specified to the best of our judgement, but they are not binding.
- 6.2. The delivery time starts, when all of the documents necessary for the job have arrived. The working day that has started, only counts if all documents have arrived no later than 08:00 in the morning.
- 6.3. Delivery dates which we offer are the times when the goods leave our premises, if not expressly specified otherwise in writing. We will not be held liable for delay to deliveries caused by Deutsche Bundespost, packet services, courier services, shipping companies or other goods transportation services.
- 6.4. If the manufacture or delivery of the ordered goods is made impossible or significantly more difficult by circumstances for which we are not responsible, whether the circumstances arise in our plant or in our supplier's premises (e.g. force majeure, interruptions to the business or manufacturing, fire, industrial disputes, delayed or faulty deliveries by our suppliers etc.), then our obligation to deliver is suspended for the duration of the impediment and its after effects.
- 6.5. Claims for damages due to failure to perform or delayed delivery will not be accepted.
- 6.6. If the orderer either partially or completely fails to accept the goods sold to them despite us giving adequate notice, then we are entitled to renounce the contract for the part that has not been accepted, by a simple written message, without assistance from a court, and we are entitled to claim damages for the loss due to the failure to perform. The damages will be at least 15% of the selling price plus the costs which arise for materials and administration.
- 6.7. Exceeding the delivery time or late delivery does not entitle the orderer to withdraw from the contract or to refuse delivery.

## 7. Transfer of risk

- 7.1. All risk is transferred to the orderer when the goods (or part of them) leave our premises.

## 8. Retention of title

- 8.1. All delivered goods remain our property until all of our claims on the orderer have been fully satisfied, from all deliveries, including any claims for damages. The goods may be sold on or further processed in proper trade.
- 8.2. If the goods are sold on before all of our claims on the orderer have been fully satisfied, then an advance assignment of the orderer's claim takes the place of the goods, or if they are connected, combined or processed, the value of the goods that we supplied is assigned, without requiring explicit assignment of the claim. The orderer must immediately inform us prior to the sale and must instruct the third party to make payment directly to us. If the orderer nevertheless receives payment from the third party, then the orderer accepts this payment for us to hold in trust as understood in the German law on breach of trust, and is obliged to immediately forward the received amount to us.
- 8.3. The orderer may not pledge the delivered goods nor transfer them as security. If seized or confiscated or otherwise disposed of by third parties, the orderer must immediately inform us.

## 9. Guarantee

- 9.1. The orderer must report any faults immediately, at the latest within 14 days after receipt of the goods, in writing or by telex. "Cosmetic defects" (e.g. small faults in the material, finish or colour), caused by the nature of manufacture are not sufficient reason to make a complaint.
- 9.2. For justified complaints, made in time, we may rework the supplied goods, supply replacements or issue the orderer with a credit note to an amount corresponding to the reduction in value of the goods supplied. Any other claims of whatever nature made by the orderer are expressly excluded. In particular, the orderer has no right to cancel the purchase contract, to reduce the agreed purchase price or to claim any type of damages including loss of profit, which is directly or indirectly due to the deficiency. Any claim for damages resulting from further processing, such as components, assembly, test, fault-finding or damage to other modules or equipment is expressly excluded.
- 9.3. Our obligation to accept complaints ends as soon as any further processing, even partial processing, of the delivered goods takes place without our prior agreement.

## 10. Cancellation

- 10.1. We are entitled to completely or partially cancel the contract if the orderer delays acceptance, is in financial collapse, especially if their assets are the subject of a court settlement or if bankruptcy proceedings have been initiated.
- 10.2. If we cancel the contract, the orderer has no rights to claim damages.

## 11. Location of the performance of the contract and court of jurisdiction

- 11.1. Location of the performance of the contract is Berlin-Spandau.
- 11.2. The court of jurisdiction for all disputes arising from, or associated with this contract is the local court which is responsible for Berlin-Spandau. This also applies for court actions about uncleared cheques.
- 11.3. We are however also entitled to start a court action in the proper court in Germany or abroad, which is responsible for the orderer.

## 12. Applicable law

- 12.1. This contract is subject to German law