

## General Conditions of Sale

### I. Definition, Scope of Application

1. The following general conditions of sale are part of our contractual relationship; they shall apply exclusively even if the contractual partner uses conditions in relationship to us which might differ. If the contractual partner uses supplementary conditions, they will become effective if explicitly accepted by us in written form.

2. Our general conditions shall also be applicable as for future contracts without being accepted by the contractual partner again; they will be provided to our business partner via our homepage ([www.inmatec-gmbh.com](http://www.inmatec-gmbh.com)).

3. Any dissenting arrangements or supplements to an agreement shall be considered effective only if confirmed by us in writing before the effective date.

### II. Offer and Confirmation of Order

1. Our offers are regarded to be non-binding and insofar as to be an invitation to make a binding offer. As far as the contractual partner makes a binding offer, we reserve the right to accept this offer within four weeks irrespective of any possible deadline fixed by the contractual partner; our acceptance might be expressed either in writing, via facsimile or e-mail.

2. Any delivery by us is regarded to be equivalent to the acceptance of a contractual offer acc. to subsec 1.

3. We reserve all rights of property and copyrights related to all illustrations, drawings, calculations and any other specifications and descriptions of the product rendered to the contractual partner. Any transfer to third parties has to be approved by us in writing before accomplished.

### III. Prices and Terms of Payment

1. Our prices shall be deemed to be ex works without any costs related to packing and shipment but to be increased by the effective statutory value added tax (VAT). We will take out a transport insurance policy if desired and paid by the contractual partner.

2. We reserve the right to pass modifications in prices to our contractual partner without his prior consent if costs in material and / or wages and / or any other purchasing prices have been

changed within four weeks dated between the conclusion of the contract and the date of delivery. We will give notice of the said modification before delivery. The contractual partner is entitled to rescission of the contract if the net increase of the purchase price calculated at the moment of signing the contract exceeds 5% (without VAT).

3. The contractual partner is not entitled to discounts unless otherwise agreed before or explicitly notified in the invoice.

4. The contractual partner will be in default of payment if the due amount of payment has not been definitely cleared into our bank account. Any other ways of payment (e.g. by bill of exchange) need to be specified by a particular arrangement.

5. In case of default of payment, we reserve the right of retention related to future deliveries to our contractual partner, the right of retention staying in force as long as the default of payment is not cleared. The right of retention exists irrespectively from the existence of a uniform delivery contract featuring partial deliveries or deliveries based on one or several individual contracts. As a consequence, no default in delivery comes into being. The contractual partner is not entitled to cancel the contract.

### IV. Reservation of Proprietary Rights

1. We reserve all proprietary rights related to delivered goods until receipt of all payments under the business relationship with the contractual partner.

2. The claim of any rights of reservation by us is not to be understood as the cancellation of the contract.

3. The contractual partner is entitled to sell the delivered goods in the ordinary course of his business activities. With respect to such a resale the contractual partner hereby assigns to us all claims (incl. VAT) agreed on between the partner and us, against third parties resulting out of the entitled resale and being equivalent to the amount of our outstanding purchase price. The assignment is valid irrespective whether the delivered goods have been resold unchanged, machined or further processed.

4. The contractual partner stays entitled to claim for outstanding debts. Our right to file a claim remains unaffected. We will not exercise this right as far as the contractual partner will follow his duty to pay in due form. In case of his default of payment, we are entitled to demand

our contractual partner to notify to us all ceded monetary claims as well as his debtors. In addition, he has to pass all information and documents to us putting us in the position to claim for payment. The contractual partner will inform his debtors about the assignment.

5. Under title of retention, the contractual partner is not entitled to pledge products to third parties or to transfer them as securities. The contractual partner shall inform us immediately in the event of confiscation or any other acts of disposals by third parties. Furthermore, the contractual partner has to pass all information and documents on to us in order to safeguard our rights. He will inform bailees, executory officers and any other third parties about our title. Our right to indemnification remains unaffected.

## V. Deliveries – Terms, Quantities and Modalities

1. Terms of delivery are binding only if the contractual partner has passed all modalities, such as quantities, technical conditions, package etc. to us in time in order to arrange the shipment in the ordinary course of our business activities.

2. In case that the contractual partner is unable to fulfil the regulations as of subsec. 1, the date of delivery is suspended. The term is extended according to the time period needed by the contractual partner to complete the conditions as of subsec. 1, no further consent has to be taken on this topic.

3. We reserve the right to partial deliveries unless the contractual partner has objected in writing before.

4. Delivery dates might be suspended by force majeure of any kind, strike or inappropriate weather conditions.

5. Notwithstanding subsec. 1 – 4, we shall not be held liable for any delay without negligence.

6. We might be held liable related to any economical consequences related to a default of delivery by the contractual partner only in case of our – at least – gross negligence.

## VI. Transfer of Perils; Terms as of Packing and Shipment

1. In general, goods are delivered „ex works“ at the risk and cost of the contractual partner. This rule also applies for reshipment.

2. Failing different instructions before shipment, we will choose the appropriate packing of the goods. We reserve the right to ship goods on euro pallets or in skeleton containers provided that the contractual partner will render the said pallets and / or containers in exchange. We will not be in delay if the contractual partner fails to do so.

3. Costs related to containers, freight cars and others are on behalf of the contractual partner. He also submits himself to costs which might occur to us by returning packing in respect of statutory bye-law. If the contractual partner will dispose of the packing himself, he will be held liable by us in case of any legal failure causing our responsibility.

## VII. Industrial Property Rights

1. The contractual partner must inform us without delay about any action by third parties related to the possible violation of industrial property rights. He will leave legal defence to us at our discretion and costs.

2. We are entitled to all necessary modifications of the products at our cost, irrespective whether the products have already been delivered or not. Limits and terms related to QM-standards ISO / TS 16949 will be respected by us, if the said QM-standard is applicable.

3. The contractual partner is entitled to withdraw from the contract and to claim for reimbursement. The contractual partner however is not entitled to any other rights irrespective of its kind or basis.

4. We reserve the right to extraordinary notice of cancellation of the sales contract or to withdraw from the contract, if a third party will enjoin us from producing or delivering the product by referring to an industrial property right belonging to him. The said rights also appeal if the third party will make use of

5. Interim measures of legal protection.

6. The contractual partner is not entitled to claim for damages and / or substitutional delivery in case of subsec. 4.

7. The contractual partner is responsible that any products supplied by him to us are unencumbered of industrial property rights; he will discharge us from all claims of third parties.

8. We are entitled to industrial property and similar rights, namely all kind of exploitation rights related to models, forms and devices,

drafts and illustrations designed by us or designed by a third party on behalf of us.

## VIII. Guarantee and Liability

1. It is agreed that the contractual product is free of any defects as long as tolerances caused by production are respected.

2. The contractual partner has to undertake an incoming inspection related to the identity and quantity of the product and external damages to the packing without delay. Any defects have to be notified without delay. We have the right either to repair or to replace the product at our discretion. Any further rights of the contractual partner, such as compensation or rescission of the contract, are excluded.

3. In absence of any other provisions or individual contractual regulation, we might be held liable for any direct or indirect or consequential damage according to civil statutory law; in case of property damage and pure financial losses, our liability is limited to gross negligence and intention.

4. Apart from intentional damages, our responsibility is limited to the insured sum of our commercial third party and product liability insurance, the insured sum will be notified to our contractual partner on demand. In case that our contractual partner desires the increase of the insured sum, we will take care of this as far as possible provided that he will bear the expenses.

## IX. Construction, Tools

Tools will stay in our property even if we have invoiced part of their expenses.

## X. Other Rights of the Contractual Partner

1. The contractual partner is entitled to off-set only in the case that claims are judicially established as final and absolute or undisputed by us.

2. The contractual partner is only entitled to cede his rights to third parties following our prior consent.

## XI. Final Clauses

1. Place of execution is Rheinbach.

2. Lieu of jurisdiction is Bonn if legally permitted. However, we are entitled to take legal

action at the general venue of the contractual partner.

3. The laws of the Federal Republic of Germany will apply exclusively, apart from its Private International Law.

4. If in respect to the conclusion of a contract or its execution another language will be used beside the German language, in case of dispute the German language and German version of any provision will have priority.

5. The same rule applies for these general conditions and terms of sale.

6. In case that one or several provisions of these conditions are void or will become void, the other provisions will stay effectively.

7. These provisions take immediate effect and replace all other provisions without exception.

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