

## General Terms & Conditions Steinnagel

as of March 2013

### 1. General

1.1 These Terms and Conditions (GTC) apply to the extent no written deviations are agreed upon.

Deviating terms and conditions of the customer are not binding for us, even if we have not expressly objected to them.

1.2 Our offers are subject to change.

1.3 The order placed by the customer is a binding offer. We can accept this offer within two weeks by sending an order confirmation or by sending the ordered goods within the same period.

1.4 Our field staff are not authorized to conclude contracts. Moreover, they can not make agreements deviating from these GTC.

### 2. Right of Withdrawal

2.1 We deliver ordered products from our own or foreign production in the sense of a limited generic debt (debt stock).

2.2 We may withdraw from the contract if the goods ordered are out of stock or missing at the agreed delivery date. This also applies to delivery problems due to force majeure, strikes, illness or other disturbances in the business, if they are not caused by us.

2.3 In these cases, no claims for damages against us may be asserted. We must, however,

2.3.1 inform the other party immediately of the unavailability of the goods or delivery difficulties and

2.3.2 refund the contractor immediately for received consideration.

### 3. Terms of Delivery

3.1 The beginning of the delivery period presupposes the timely and proper fulfillment of the obligations of the purchaser. The right to object to unfulfilled contracts is reserved.

3.2 We are entitled to partial deliveries. These do not affect the discounts, delivery and payment terms agreed upon with the customer.

### 4. Retention of Title

The delivered goods remain our property until full payment. It may not be sold before the full payment only in the ordinary course of business and it may not be pledged or assigned as object of security to third parties.

Upon conclusion of the contract, claims resulting from the resale of the reserved goods shall be assigned proportionately to us, ie limited to the amount of the invoice value of the reserved goods. This also applies mutatis mutandis in the case of further processing.

If the value of the existing securities exceeds our claims by more than 20%, we shall be obliged, at the request of the client / customer, to release securities of our choice.

## 5. Terms of Payment

5.1. 2% discount for direct debit or 2% cash discount within 10 days or 20 days/net without deductions after receipt of invoice, unless otherwise agreed upon.

5.2. In case of late payment, interests at the rate of 8% above the base rate of the European Central Bank are charged.

## 6. Liability for Material

If, despite all due care, the delivered goods have a defect that has already existed at the time of transfer of risk, we will, under our choice, rectify the goods or deliver replacement goods. This is subject to timely notice. The opportunity to rectify within a reasonable time shall always be granted to us.

## 7. Final provisions

7.1. If no special provisions are included in these GTC or in the individual contract, the statutory provisions shall apply.

7.2. Only the law of the Federal Republic of Germany is applicable.

7.3. If any provision of these GTC is or becomes invalid, the validity of the remaining provisions shall not be affected.

7.4. Place of performance and jurisdiction is Geseke.