

# General Terms and Conditions (GTC) of Axel Gentner GmbH, Tuttlingen, Germany

(version 04/02)

## I Conclusion of contract

### Offers and prices

1. Our offers are non-binding. All supply contracts and other agreements only become valid upon written confirmation by us. The content of this confirmation is exclusively applicable. Additional verbal agreements are only binding once they are confirmed in writing.
2. Documents, including illustrations, drawings, weight and dimension data, are only approximately applicable unless they are expressly designated as binding.

## II Delivery and delivery periods

1. The delivery period begins as soon as all details of execution have been clarified and both parties have agreed on the terms of the transaction.
2. Delivery periods and dates are only approximate unless a specific delivery date is agreed as binding between the parties. The buyer is not entitled to terminate the contract due to delayed delivery; he has to grant an appropriate grace period.
3. Cases of force majeure and other events over which we have no influence and which severely impede the delivery or make it impossible, such as operational disruptions of all kinds, transport delays, strikes, lock-outs, non-delivery, incorrect delivery or late delivery by our own suppliers, release us from our obligations under the contract entered into, obstacles of a temporary nature, however, only for the duration of the hindrance plus a reasonable start-up period.
4. If we are in default of delivery or are unable to make the delivery for whatever reason, the customer is not entitled to compensation of any kind unless we are responsible for the delay or the impossibility of delivery at least due to gross negligence.

## III. Dispatch and transfer of risk

1. The risk passes to the buyer, even if free delivery has been agreed upon, on handing over the goods to the forwarder or carrier, at the latest when they leave our plant or warehouse.
2. The consignment will be insured against transport damage and other risks only at the express request and expense of the purchaser.

## IV Retention of title

1. We reserve the property title on all goods delivered by us until the buyer has paid the total liabilities, even liabilities arising in the future, for whatever legal reason, from the business relationship.
2. When processing, combining or mixing of the reserved goods with other goods by the buyer, we reserve ownership of the new object in proportion of the value of the reserved goods to the value of the other goods used. If our ownership expires through processing, combining, mixing or amalgamation, the buyer transfers already now his ownership rights to the new stock or goods in proportion of the value of the reserved goods to the value of the other goods used. He secures it for us without charge.

## V. Warranty

1. The goods delivered by us must be inspected carefully immediately by the customer after arrival at the customer's location. They shall be deemed approved if no complaint is made within 14 working days after receiving the goods. Our liability for errors that are caused by the fact that the starting material purchased by us and processed has defects in its structure which are not detectable and which, for example, can only be detected during further processing, is excluded.
2. In the case of defects of the delivered goods, we are obliged to subsequent performance at our discretion. In the case of failure, the customer can, under exclusion of all other claims – of whatever nature and for whatever legal reason – claim a reduction of the purchase price or withdraw from the contract at his discretion. All other claims that the buyer is entitled to in connection with defects of the delivered goods, regardless of the legal reason, in particular claims for damages for non-performance, damages claims for collateral damage, and claims in tort, including product liability, are excluded.

## VI. Terms of payment

1. The withholding of payments – or offsetting with counter claims of the customer – is only permitted if these have been accepted by us or legally established.
2. All of our receivables are due immediately regardless of the term of any accepted and credited bill of exchange if the customer suspends payments or circumstances become known which reduce the customer's creditworthiness. In such a case we are also entitled to make outstanding deliveries only against advance payment or security deposit and, if the advance payment or security deposit is not made, to withdraw from the contract or to demand damages for non-performance after appropriate respite.

## VII. Jurisdiction

1. The place of performance is Tuttlingen, Germany.
2. The place of jurisdiction for all disputes arising from the business relationship between us and the customer is the Tuttlingen local court or the Rottweil district court.
3. The contractual relationships between us and the customer are exclusively subject to German law.
- 1.4. If individual provisions of these Delivery and Payment Conditions are or become invalid, the validity of the remaining provisions shall not be affected. The contractors are obliged to make a new agreement which is closest to the purpose of the void provisions from an economical perspective.