

**Gebrüder Ahle GmbH & Co KG**  
**General Sales Conditions**

**§ 1 General – scope**

(1) Our Sales Conditions shall apply exclusively; any other conditions of the customer which contradict or vary from these Sales Conditions shall not be accepted by us unless we have expressly agreed to their validity in writing. Our Sales Conditions shall also apply if we effect the delivery to the customer unconditionally in knowledge of the customer's non-conforming or deviating conditions from our Sales Conditions.

(2) Any and all agreements made between us and the customer for the purpose of performing this contract have been recorded in writing in this contract.

(3) Our Sales Conditions shall only be applicable vis-à-vis entrepreneurs as defined by § 310 para. 1 BGB (German Civil Code).

**§ 2 Quotation – quotation documents**

(1) If the order is to be qualified as a quotation as per §145 BGB (German Civil Code), then we may accept it within 2 weeks.

(2) We retain title and copyright to illustrations, drawings, calculations and other documents. This also applies to such written documents that have been specified as "confidentially". The customer shall obtain our explicit written consent before passing them on to third parties.

**§ 3 Prices – Terms of Payment**

(1) Unless not otherwise provided in the order confirmation, our prices shall apply "ex works", exclusive packaging; which shall be charged separately.

(2) The statutory value added tax is not included in our prices; it will be shown separately in the invoice to the statutory amount on the day of invoicing.

(3) Deduction of discount shall be subject to special written agreement.

(6) Furthermore, we shall be liable pursuant to the statutory provisions if any delay in delivery is the result of a wilful or grossly negligent infringement of the contract for which we are responsible; culpability of our representatives or agents shall be attributed to us. If the delayed delivery is occasioned by a grossly negligent breach of contract for which we are responsible, our

(4) Unless not otherwise provided in the order confirmation, the net sales price (without deduction) shall be due for payment within 30 days after date of invoice. The legal regulations concerning the consequences of default apply.

(5) The customer will be only entitled to rights set-off, if his counterclaims are found absolutely, are undisputed or recognized by us. In addition, he is authorized to practice the right of retention in so far as his counterclaim is based on the same contractual relationship.

**§ 4 Delivery time**

(1) The delivery time determined by us shall only commence after all technical questions have been resolved.

(2) The compliance with our delivery commitment presumes that the customer meets his contractual obligations timely and in proper form. The right to object to unfulfilled contracts shall remain reserved.

(3) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to demand compensation for losses incurred, including any extra expenses. Additional claims or rights are expressly reserved.

(4) If the preconditions of clause (3) apply, the danger of an accidental decline of the item devolves to the customer at the moment where he got into acceptance or debtor delay.

(5) We shall be liable pursuant to the statutory provisions insofar as the underlying contract of purchase is a transaction at a fixed date as defined by § 286 para. 2 no. 4 BGB (German Civil Code) or § 376 HGB (German Commercial Code). We shall also be liable pursuant to the statutory provisions if, as a consequence of any delay in delivery for which we are responsible, the customer is entitled to assert the right that his interest in the continued fulfilment of the contract has ended.

obliged to take all necessary costs, particularly arising from transportation, shipping, work and material, if they are not increasing by the fact that the item was brought to a location other than the place of fulfillment.

(3)

liability is limited to the foreseeable and typically occurring damage.

(7)

We shall also be liable pursuant to the statutory provisions insofar as the delay in delivery for which we are responsible is due to the culpable violation of a material contractual obligation; in this case, however, our liability for losses or damage shall be limited to the foreseeable, typically occurring damage.

(8)

Moreover, in the event of a delay in delivery, we shall be liable for every full week of delay within the context of a flat-rate compensation for delay amounting to 1 % of the delivery value, to a maximum of 10 % of the delivery value.

### **§ 5 Transfer of risks – packaging costs**

(1)

Unless otherwise indicated in the order confirmation, delivery "ex works" shall be agreed.

(2)

For the return of packaging, special agreements shall apply.

(3)

On the customer's demand, we will cover the delivery by transport insurance; the incurring costs are to be taken by the customer.

### **§ 6 Responsibility for defects**

(1)

Defect claims of the customer are subject to his proper compliance with his inspection and complaint obligations in accordance with § 377 HGB (German Commercial Code).

(2)

If there is a defect of the item, the customer is allowed to supplementary performance in form of a removal of defects or delivery of a new defect-free item. In case of removal of defects or replacement we are

shall be excluded. This applies in particular for damage claims from indebtedness upon conclusion of contract because of special breaches of duty or because of tort claims to compensation for property damage according to § 823 BGB (German Civil Code).

(2) Limitation according to para. (1) also applies as far as the customer instead of a claim for damages demands reimbursement of useless expenditure instead of performance.

(3)

If claims for damages against us are excluded or limited, this shall also apply with respect to the personal liability for damages of our employees, workers, collaborators, representatives, and agents.

If supplementary performance does fail, the customer is entitled to either cancel the contract or demand a reduction of price.

(4)

We shall be liable pursuant to the statutory provisions insofar as the customer asserts claims for compensation for damages which are based upon wilful or gross negligence, including any wilful or gross negligence of our representatives or agents. Insofar as we are not accused of any intentional breach of contract, our liability is limited to the foreseeable and typically occurring damage.

(5)

We shall be liable pursuant to the statutory provisions as far as we culpably violate a contractual obligation; also in this event our liability is limited to the foreseeable and typically occurring damage.

An essential contractual duty shall be given if the breach of duty relates to a duty, the performance of which the customer has relied upon and indeed was entitled to rely upon.

(6) Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability in accordance with the product liability law.

(7)

Unless any conflicting provision has been made in the above, liability shall be excluded.

(8) The period of limitation for claims for defect shall be 12 months as of the passing of risk.

The statute of limitations in the event of a delivery recourse according to §§ 478, 479 BGB (German Civil Code) remains unaffected; it is five years, beginning from delivery of the faulty object.

### **§ 7 Total liability**

(1) Any additional form of liability, beyond that specified in § 6, independent of the legal nature of the issue,

of our claim to us, that arises from reselling the goods to his customers or third parties, independently from the fact whether the purchase item has been resold after further processing or without processing. The customer shall remain authorized to collect this account receivable even after the transfer. Our authorization to collect the account receivable ourselves remains unaffected by this. However, we shall be obliged not to collect the account receivable as long as the customer fulfills his payment obligations from the earned revenue, is not in payment delay and there is no claim for opening an insolvency proceedings or stoppage of payment. If this is the case, however, we can demand that the customer makes his accrued claims and their debtors known to us, report all necessary information for collection, hand over the corresponding documentation and inform the debtors (third parties) of the transfer.

## **§ 8 Guarantee of retention of title**

(1)

We retain title on the purchase item up to receipt of all payments arising from the delivery contract. If the customer acts in violation of the contract, in particular in the event of a default in payment, we shall be entitled to take back the purchase item. With the taking back of the item by us goes a withdrawal from the contract. After taking back the purchase item, we are entitled to utilize it; after deducting the appropriate utilization costs, the remaining utilization proceeds will be assigned to the liability of the customer.

(2)

The customer shall be obliged to treat the purchase item with care; he shall be especially obliged to insure it sufficiently at his own expense against fire, water and theft damages to the replacement value. If maintenance and inspection work is required, the customer shall conduct such work in due time at his own cost.

(3)

In the event of levies of execution or other intervention by third parties, the customer shall inform us immediately in writing so that we can file legal action under Section 771 ZPO (Civil Procedure Code). To the extent to which the third party shall not be able to reimburse judicial and extra-judicial costs of an action according to § 771 ZPO, the customer shall be liable for our loss.

(4)

The customer shall be entitled to resell the purchase item in the ordinary course of business; however, already now he transfers all claims to the amount of the invoice's final amount (including VAT)

(8)

We undertake to release the securities due to us at the request of the customer insofar as the realizable value of the securities exceeds the secured accounts receivable by more than 10 %; the securities released shall be at our discretion.

## **§ 9 Place of jurisdiction - place of performance**

(1)

Insofar as the customer is a merchant, the place of jurisdiction shall be the location of our registered office; however, we shall be entitled to sue the customer at his local court as well.

(2)

Applicable law is the law of the Federal Republic of Germany with the exclusion of UN international trade law.

(3)

Unless arising otherwise from the order confirmation, our registered offices shall be the place of performance.

(5)

Processing or remodeling of the purchase item by the customer shall always be carried out for us. If the purchase item is processed with other items not belonging to us, we shall acquire co-title to the new item in proportion to the value of the purchase item (final invoiced amount including VAT) to the other processed items at the point in time at which the processing takes place. As for the rest, the same shall apply to the item arising due to processing as to the purchase item delivered under reserve.

(6)

If the purchase item is inseparably mixed with other items not belonging to us, we shall acquire co-title to the new item in proportion to the value of the purchase item (final invoiced amount including VAT) to the other mixed items at the point in time at which the mixing takes place. If the mixing is such that the customer's product is considered the principal item, it shall be agreed that the customer assigns co-title to us on a pro rata basis. The customer shall preserve the sole title or co-title for us.

(7)

The customer shall also assign to us the receivables for securing our claims against him, which are created against a third party by the combination of the purchased items with real property.