

STAHL GERMANY GMBH

GENERAL STANDARD TERMS AND CONDITIONS

Section 1 General Statements – Area of Application

1. Our general standard terms and conditions shall apply exclusively; we do not recognise any terms and conditions of the customer that are contrary to or depart from our general standard terms and conditions unless we have expressly consented to their application in writing. Our general standard terms and conditions shall apply even if we carry out the delivery to the customer unconditionally being aware of the conditions of the customer that are contrary to or depart from our general standard terms and conditions.
2. All agreements made between us and the customer for the purpose of carrying out this contract shall be set forth in writing in this contract.
3. Our general standard terms and conditions shall only extend to companies as defined by Section 310, Paragraph 1 of Bürgerliches Gesetzbuch (German Civil Code).

Section 2 Offer – Order Documents

1. Our offers shall be subject to change without notice. Any declarations of acceptance and all orders shall require our written or telex confirmation or a confirmation by email to be legally valid. If the confirmation should be qualified as an offer pursuant to Section 145 of Bürgerliches Gesetzbuch (German Civil Code), we can accept it within 2 weeks.
2. We shall reserve ourselves the property rights and copyrights to pictures, drawings, calculations and other documents. This shall also extend to written documents designated as “confidential”. The customer shall require our express written consent before passing them onto third parties.
3. The article number shall be exclusively definitive for the customer’s order when ordering in accordance with article numbers from our range of products.

Section 3 – Terms and Conditions of Payment

1. In the absence of any other statement in the order confirmation, our prices shall apply ex works excluding packaging; they shall be invoiced separately. We reserve ourselves the right to change our prices accordingly if costs are increased after concluding the contract, in particular due to increases in material prices. We shall be obliged to proceed in the same fashion if costs are decreased. We shall be obliged to document the change in costs to the customer at its request.
2. Statutory VAT is not included in our prices; it shall be shown separately on the invoice at

- the legal amount on the day of invoicing.
3. Any deduction in the cash discount shall require a special separate written agreement.
 4. In the absence of any other statement in the order confirmation, the purchase price shall be due for payment net (without deductions) within 30 days from the date of the invoice. The statutory rules shall apply with reference to the consequences of delay in payment.
 5. The customer shall only be entitled to any rights of setoff if its counterclaims have been declared final and conclusive, are undisputed or recognised by us. Beyond this, it shall only be authorised to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.
 6. In spite of any different provision of the customer, we shall be entitled to initially set off payments on its older debts. We shall notify the customer on the type of setoff. If costs and interest have already been accrued, we shall be entitled to initially set off incoming payments on said costs, then on interest and finally on the main invoice.

Section 4 Period of Delivery and Default of Delivery

1. Delivery deadlines or times for delivery that can be agreed as binding or non-binding shall be stated in writing. Times for delivery shall commence when the contract has been concluded.
2. Furthermore, the prerequisite for compliance with our delivery obligation shall be on time and proper compliance with the customer's obligations. We herewith reserve ourselves the plea of a contract not complied with.
3. The customer can request us to deliver six weeks after exceeding a non-binding delivery time date or a non-binding time for delivery. We shall be in default when the request is received.
4. If we exceed a binding delivery deadline or a binding time for delivery, we shall be in default as early as when we exceed said delivery deadline or time for delivery.
5. We shall be liable pursuant to the statutory regulations provided that default in delivery is based on an intentional or grossly negligent contract violation that we have to answer for; any fault of our representatives or vicarious agents shall be ascribed to us. Provided that default in delivery is based on a grossly negligent contract violation that we have to answer for, our liability for compensation for damage shall be limited to the predictable and typically occurring damage.
6. We shall also be liable pursuant to the statutory regulations to the extent that the default in delivery that we have to answer for is based on the negligent violation of an essential contractual obligation; in this case, the liability for compensation for damage shall be limited to the predictable and typically occurring damage.
7. If the customer has a claim to compensation for damage caused by default pursuant to the provision of this section, it shall be limited to no more than 5% of the agreed net purchase price with slight negligence.
8. Beyond this, if the customer wants to withdraw from the contract and/or demand

compensation for damage instead of performance, it has to set us an appropriate time limit for delivery after the expiration of the six-week period pursuant to Paragraph 3, Sentence 1 or exceeding a binding delivery deadline or a binding time for delivery. The customer's claims to compensation for damage shall be ruled out with slight negligence.

9. Force majeure or any plant interruption occurring with us or our suppliers that temporarily hinders us from delivering the subject matter of the sale at the agreed date or within the agreed period without our own fault shall change the dates and time periods specified in Paragraphs 3 and 4 by the duration of the performance disturbances caused by these circumstances.

The customer can withdraw from the contract if said disturbances bring about a postponement in performance of more than 4 months. Any other right to withdraw from the contract shall remain unaffected by this.

Section 5 Passage of Risk – Packaging Expenses

1. In the absence of any other statement in the order confirmation, ex works delivery shall be agreed.
2. Separate agreements shall apply to taking back packaging.
3. We shall cover the delivery with a transport insurance policy if the customer so desires; the customer shall bear the costs incurred.

Section 6 Liability for Defects

1. The prerequisite of the customer's warranty claims shall be that it has properly complied with its duty to examine and requirement to give notice of defects owed pursuant to Section 377 of Handelsgesetzbuch (German Commercial Code).
2. To the extent that there is a defect in the object of sale, the customer shall be entitled at its choice to subsequent performance in the form of remedying said faults or to delivery of a new faultless thing. In the event of remedying faults or substitute delivery, we shall bear all of the expenditures required for the purpose of subsequent performance, in particular transport expenditures, infrastructure costs and work and material expenses to the extent that they are not increased by the fact that the object of sale was brought to a location different than the place of performance.
3. If subsequent performance is unsuccessful, the customer shall be entitled at its choice to demand withdrawal or reduction of purchase price.
4. We shall be liable pursuant to the statutory regulations provided that the customer asserts claims to compensation for damage that are based on intent or gross negligence, including the intent or gross negligence of our representatives or vicarious agents. To the extent that we are not accused of being at fault for an intentional contract violation, the liability for

- compensation for damage shall be limited to the predictable and typically occurring damage.
5. We shall be liable pursuant to the statutory regulations provided that we culpably violate an essential contractual obligation; also in this event, the liability for compensation for damage shall be limited to the predictable and typically occurring damage. There shall be an essential contractual obligation if the breach of duty refers to an obligation whose compliance the customer trusted in and also may trust in.
 6. Liability due to culpable injury of life, limb or health shall remain unaffected; this shall also extend to the imperative liability pursuant to the Produkthaftungsgesetz (German Product Liability Law).
 7. In the absence of any departure in the aforementioned, liability shall be ruled out.
 8. The statutory period of limitations for warranty claims shall be 12 months calculated from passage of risk.
 9. The statutory period of limitations in the event of delivery recourse pursuant to Section 478 and Section 479 of Bürgerliches Gesetzbuch (German Civil Code) shall remain unaffected; it shall be five years calculated from the delivery of the faulty things.

Section 7 – Joint and Several Debtor Liability

1. Any liability for compensation for damage further than provided for in Section 6 – without respect for the legal nature of the claim asserted – shall be ruled out. This shall especially extend to claims to compensation for damage from fault when concluding the contract, due to miscellaneous breaches of duty or due to tortious claims to compensation for property damage pursuant to Section 823 of Bürgerliches Gesetzbuch (German Civil Code).
2. The limitation pursuant to Paragraph 1 of this section shall also apply to the extent that instead of a claim to compensation for damage the customer demands compensation for useless expenditures instead of the performance.
3. To the extent that liability for compensation for damage is ruled out or limited towards us, this shall also apply with reference to the personal liability for compensation for damage of our salaried employees, workers, co-workers, representatives and vicarious agents.

Section 8 – Securing the Reservation of Title

1. We reserve ourselves the right to ownership of the object of sale until all payments are received from the supply agreement.
2. The customer shall handle the object of sale carefully; in particular, it shall insure it sufficiently for its value when new against damage from fire, water and theft at its own expense. Provided that service and inspection work is required, the customer has to carry it out in due time at its own expense.

3. The customer has to notify us in writing without delay with levy of execution or miscellaneous intervention of third parties so that we can file litigation pursuant to Section 771 of Zivilprozeßordnung (German Code of Civil Procedure). To the extent that the third party is not capable of reimbursing us for the court and out-of-court costs of litigation, the customer shall be liable for the loss we incur.
4. The customer shall be entitled to resell the object of sale in the proper course of business; however, it shall assign all demands amounting to the final invoice sum of our demand to us now (including VAT) that it accrues from resale against its purchaser or third parties regardless of whether the object of sale is resold without or after further processing. The customer shall also remain authorised to collect said demand even after the assignment. Our authority to collect the demand ourselves shall remain unaffected by this. However, we oblige ourselves not to collect the demand as long as the customer complies with its payment obligations from the proceeds collected, does not come into default in payment and in particular has not filed a petition for opening bankruptcy or insolvency proceedings or discontinued payments. If this is the case, we can demand that the customer makes the demands assigned and their debtors known to us, provides all of the information required for collecting them, hands over the appropriate documents and notifies the debtors (third parties) of the assignment.
5. Any processing or transforming of the object of sale by the customer shall always be carried out for us. If the object of sale is processed with other objects not belonging to us, we shall acquire the co-ownership to the new thing at the ratio of the value of the object of sale (final invoice sum including VAT) to the other objects processed at the point in time of processing. Otherwise, the same shall apply to the thing emerging through processing as to the object of sale delivered under reservation.
6. If the object of sale is inseparably mixed with other objects not belonging to us, we shall acquire the co-ownership to the new thing at the ratio of the value of the object of sale (final invoice sum including VAT) to the other objects mixed at the point in time of mixing. If it is mixed so that the thing of the customer should be regarded as the main thing, it shall be deemed agreed that the customer transfers the co-ownership to us on a pro rata basis. The customer shall keep the sole ownership or co-ownership for us that has thus emerged.
7. The customer shall also assign the demands to us for securing our demands against it that are incurred by joining the object of sale with a piece of real estate against a third party.
8. We oblige ourselves to release the collateral we are entitled to at the customer's demand to the extent that the value of our collateral that can be realised is more than 10% above the demands to be secured; the selection of the collateral to be released shall be incumbent upon us.
9. If the customer acts contrary to the contract, in particular with default of payment, we shall be entitled to withdraw from the contract and reclaim the object of sale.

Section 9 – Venue – Place of Performance

1. Our headquarters shall be the venue provided that the customer is a merchant; however, we shall also be entitled to bring action against the customer at the court of its place of residence.
2. The law of the Federal Republic of Germany shall apply; the application of the UN Convention on the International Sales of Goods shall be ruled out.
3. In the absence of any other statement from the order confirmation, our headquarters shall be the place of performance.