



General Terms and Conditions

I. Scope of Application

1. The following terms and conditions of sale, delivery and payment apply to all contracts, deliveries and other services, including consulting services and information. They also apply to all future contracts concluded between the customer and us as well as to future deliveries and other services to be provided to the customer, including consulting services and information.
2. Our products are intended exclusively for professional use. We do not sell our products to the private end consumer. We would like to point out that our products do not meet the requirements, which are to be observed with regard to private end consumers.
3. The contract is concluded exclusively on the following terms and conditions. Deviating general terms and conditions of the customer shall not become part of the contract, even if we have not expressly objected to them. Deviating general terms and conditions of the customer shall only become part of the contract, if and insofar as we have expressly agreed to their validity in writing.
4. Individual agreements concluded in individual cases with the customer (including subsidiary agreements, supplements and amendments) shall in any case take precedence over these General Terms and Conditions. Subject to proof of the contrary, the content of such agreements is subject to a written contract or our written confirmation.

II. Conclusion of Contract

1. Orders placed with us, contract amendments and supplements as well as subsidiary agreements, must be made in writing. Orders placed by telephone or in any form other than written form shall be deemed accepted, if we confirm the conclusion of the contract in writing by order confirmation. The order of the goods by the customer shall be deemed a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within two weeks by means of a written order confirmation.
2. The information contained in brochures, catalogues, advertisements and price lists are non-binding. The same applies to information in documents, drawings, illustrations, samples, technical specifications and other technical data as well as recommendations for use contained in an offer. Data, drawings, illustrations, samples, technical specifications and other technical data shall only become part of the contract, if and insofar as they have been expressly and bindingly confirmed by us. Only a quality regarding the subject matter of the contract, which is expressly designated as guaranteed quality in the order confirmation, shall be deemed guaranteed quality.
3. The customer must inspect the goods immediately after delivery by us or by the company commissioned with the transport. The recommendations for use made by us, information on application, use and processing by us are non-binding and do not release the customer from his obligation to inspect the goods for their suitability for the purpose intended by the customer.
4. We reserve all property rights and copyrights to illustrations, drawings, samples and other documents. They may not be used for purposes other than those provided for in the contract and must not be made accessible to third parties without our express consent.

III. Prices

1. Our prices and offers are subject to change and non-binding. Prices contained in catalogues, brochures or offers are net prices. Additionally, the value added tax is due. The prices quoted are ex-works-prices, excluding packaging, freight and insurance costs as well as all incidental costs incurred, in particular customs duties, taxes and import and export duties. Upon invoicing, the prices per packing unit are rounded to full cents and multiplied with the order quantity.
2. If the agreed delivery period is longer than four months from order placement, we are entitled to charge the prices in accordance with our price list valid on the day of delivery. If a delivery on call has been agreed, we reserve the right to adjust the agreed prices in accordance with the changed development of market prices for comparable goods at the time of the call or the increased production costs incurred by us at the time of the call. At the customer's request, we shall substantiate the factors of increase.

IV. Payments

1. Our invoices are payable within 30 days after invoicing without deduction. If a SEPA Basic Mandate / SEPA Company Mandate has been issued, the direct debit will be collected 10 days after the invoice date. The customer agrees to shorten the period for pre-notification to 5 days. The customer assures a corresponding account coverage. Costs incurred by us due to non-redemption or reversal of the direct debiting shall be borne by the customer, as long as the non-redemption or reversal is attributable to the customer. However, even within the framework of an ongoing business relationship, we are entitled to make a delivery in whole or in part only against advance payment at any time. We shall declare a corresponding reservation at the latest with the order confirmation.
2. The customer is in default of payment upon receipt of the first reminder, at the latest 30 days after the due date and receipt of an invoice or equivalent payment statement. In the event of default, we shall be entitled to default interest in accordance with section 288 of the German Civil Code (BGB) from the commencement of the default, subject to proof of a higher damage caused by default.
3. The customer shall only be entitled to set-off or retention rights to the extent that his underlying claim is legally established or undisputed, or the claim of the customer against us is based on the same contractual relationship as our claim against the customer.

V. Deliveries and Delay

1. We reserve the right to deviate from the quantities and dimensions stated in the order confirmation to the extent that such is customary in trade; this shall not entitle the customer to give notice of defects.
2. If the order relates to the processing of bulk materials (in particular screws) made available by the customer, we shall not carry out an incoming goods inspection to ensure that the number of items (order quantity) specified by the customer corresponds to the actual number of items (delivery quantity) delivered, unless this is expressly ordered and remunerated by the customer. Our calculation and our order confirmation shall be based solely on the order quantity. Actual, customary deviations from the order quantity (e.g. due to storage of necessary test and reserve samples or deviating delivery quantity) do not lead to an adjustment of the agreed purchase price and do not entitle the customer to give notice of defects.
3. Our obligation to deliver is subject to the complete, timely and correct delivery of our suppliers and the customer to us. If the order re-



lates to the processing of bulk goods provided by the customer (in particular screws), the raw material provided to us must be free of oil and grease, as otherwise a proper coating is endangered. If the raw material is not delivered accordingly, we reserve the right to refuse acceptance and to carry out the degreasing ourselves at the customer's expense after giving the customer reasonable notice and setting a reasonable deadline.

4. We are entitled to make partial deliveries, in case they are reasonable for the customer.

5. We specify the expected delivery period on our order confirmations. The stated delivery periods shall be extended appropriately in the event of unforeseen events beyond our control, in particular force majeure, industrial disputes with strikes or lock-outs, shortages of raw materials, operational disruptions, delays in the delivery of raw materials, irrespective of whether these obstacles occur at our premises or at those of our suppliers. Compliance with the delivery period or the agreed delivery time presupposes that the customer has fulfilled all his obligations, in particular the hand-over of the raw material to be processed, the provision of necessary official certificates or permissions or the performance of an agreed payment. The delivery period shall be deemed to have been met, if the goods have been handed over to the customer or, in the case of an agreed shipment of the goods, to the company commissioned with the transport, or if the customer has been notified that the goods are ready for collection by him at our works.

6. Deliveries shall always be made ex works. The risk of accidental loss and accidental deterioration shall pass to the customer upon provision of the goods for collection at the works location and notification of readiness for collection by the customer.

If the goods are shipped to another location at the customer's request, the risk of accidental loss and accidental deterioration shall pass to the customer at the time the goods are handed over to the company commissioned with the transport.

This shall also apply if and to the extent that we are entitled to make partial deliveries to the customer.

7. In case of an agreed delivery on call, the customer is obliged to accept the goods within 14 working days after we have informed the customer that the goods are ready for call, otherwise no later than the expiry of the agreed call period.

8. If the goods are not accepted in due time by the customer, we shall be entitled to deposit the goods in a public warehouse or in any other safe manner at the risk and expense of the customer.

9. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of performance), we shall inform the customer thereof without delay and at the same time inform the customer of the expected new delivery period. If the performance is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall reimburse any consideration already rendered by the customer without delay. The case of non-availability of performance in this sense shall include in particular the failure of our suppliers or the customer to deliver to us on time, if we have concluded a congruent covering transaction, if neither our suppliers nor we are at fault or if we are not obliged to procure goods in individual cases.

10. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. However, in any case a prior reminder notification by the customer is required.

11. The rights of the customer according to number VII and our legal rights, in particular due to an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

VI. Defects, Warranty and Statute of Limitations

1. The basis of our liability for defects is in particular the agreement reached on the quality of the goods. Product descriptions, details, drawings, illustrations, samples, technical specifications and other technical data shall only be deemed to be agreed quality, if and to the extent that they have been expressly and bindingly confirmed by us in the order confirmation.

2. If the quality has not been agreed, it shall be determined in accordance with the statutory provisions regarding the question whether a defect exists or not (section 434 para. 1 sentences 2 and 3 German Civil Code - BGB). However, we accept no liability for public statements made by the manufacturer or other third parties (e.g. advertising statements).

3. Claims for defects of the customer presuppose that he has fulfilled his legal duties of inspection and complaint (sections 377, 381 German Commercial Code - HGB). If a defect becomes apparent upon collection, delivery, inspection or at any later point in time, we must be notified of this defect immediately in writing. If the customer fails to inspect the goods immediately after they have been collected or delivered by us or by the company commissioned with the transport and, if for this reason, he fails to notify us immediately of a defect, which can be detected during a dutiful inspection, the goods shall be deemed to have been approved. The goods shall also be deemed to have been approved, if a defect is discovered later and the customer fails to notify us of the defect immediately. The timely dispatch of the written notification shall suffice to maintain the rights of the customer.

4. If the delivered product is defective, we may initially choose whether we provide subsequent performance by remedying the defect (subsequent improvement) or by supplying a defect-free product (replacement delivery). Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.

5. We shall be entitled to make the owed subsequent performance dependent on the customer paying the purchase price due. However, the customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.

6. The customer must give us the necessary time and opportunity for the subsequent performance owed, in particular the customer must hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the customer must return the defective product to us in accordance with the statutory provisions. Subsequent performance shall include neither the removal of the defective item nor its reinstallation, if we were originally not obliged to install it.

7. We shall bear or reimburse the expenses necessary for the purpose of testing and subsequent performance, in particular transport, travel, labour and material costs as well as any removal and installation costs, in accordance with the statutory provisions, if a defect actually exists. Otherwise, we may demand reimbursement from the customer for the costs incurred as a result of the unjustified request to remedy the defect (in particular testing and transport costs), unless the lack of defectiveness was not recognisable by the customer.

8. If the subsequent performance has failed or a reasonable period to be set by the customer for the subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. However, in the case of an insignificant defect, there shall be no right of withdrawal.

9. Claims of the customer for damages or reimbursement of wasted expenses, even in the case of defects, shall only exist in accordance with number VII and shall otherwise be excluded.

10. Notwithstanding section 438 para. 1 no. 3 German Civil code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one year, calculated from collection by the customer or delivery by us or a transport company commissioned by us. If acceptance has been agreed, the statute of limitations shall commence with acceptance.

11. Special statutory regulations regarding the statute of limitations remain unaffected (in particular section 438 para. 1 no. 1, para. 3, sections 444, 445b German Civil Code - BGB).

12. The above mentioned limitation periods of the German sales law also apply to contractual and non-contractual claims for damages of the customer based on a defect of the goods, unless the application of the regular statutory limitation period (sections 195, 199 German Civil Code - BGB)



would lead to a shorter limitation period in individual cases. However, claims for damages on the part of the customer based on intent or gross negligence, as well as in the case of damages resulting from injury to life, body or health and in accordance with the German Product Liability Act, shall become statute-barred exclusively in accordance with the statutory limitation periods.

VII. Liability

1. Claims of the customer for damages are excluded. This does not apply to claims for damages by the customer resulting from injury to life, body or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages, based on an intentional or grossly negligent breach of obligations by our legal representatives, our vicarious agents or us.
2. Essential contractual obligations are those, whose fulfilment is essential for the proper execution of the contract and on whose observance the contractual partner regularly relies and could have relied under the circumstances of the conclusion of the contract. This includes in particular the obligation to deliver the delivery goods on time, their freedom from defects of title and defects of quality which more than insignificantly impair their functionality or fitness for use, as well as obligations to provide advice, protection and care which are intended to enable the customer to use the delivery goods in accordance with the contract or which are intended to protect the life and body of the customer's personnel or to protect the customer's property from considerable damage.
3. If an essential contractual obligation is breached by slight negligence, the liability shall be limited to the foreseeable damage typical for the contract, unless it is a matter of claims for damages on the part of the customer resulting from injury to life, body or health.
4. The aforementioned limitations of liability shall also apply to breaches of obligations by or for the benefit of persons, whose fault we are responsible for in accordance with statutory provisions. They shall not apply, if we have fraudulently concealed a defect or assumed a guarantee for the quality of the goods and for claims of the customer under the German Product Liability Act.

VIII. Security Rights

1. We retain title to the delivered goods until full settlement of all our current and future claims against the customer in connection with the delivered goods and arising from our continuing business relationship. This shall also apply, if we have included individual claims against the customer in a current invoice and the balance has been drawn and acknowledged.
2. Until revoked, the customer is entitled to resell and process the goods subject to retention of title in the ordinary course of business. We shall only revoke the authorisation in the event that the customer does not properly fulfil his contractual obligations towards us.
3. If the reserved goods are processed by the customer into a new movable object, the processing shall be carried out for us but without binding us; the new object shall become our property. In the event of processing the reserved goods together with goods not owned by us, we shall acquire co-ownership of the new product in proportion to the value of the reserved goods to the value of the other goods at the time of processing. If reserved goods are combined, mixed or blended with goods not owned by us in accordance with sections 947, 948 German Civil Code (BGB), we shall acquire co-ownership in accordance with the statutory provisions. If the customer acquires sole ownership by combining, mixing or blending, he hereby transfers co-ownership to us in the proportion of the value of the reserved goods to the other goods at the time of combining, mixing or blending. In such cases, the customer shall store the goods owned or co-owned by us, which are deemed to be reserved goods within the meaning of the above provision, free of charge.
4. The customer hereby assigns to us all claims arising from the resale of the goods irrespective of whether the reserved goods were resold before or after processing or whether the reserved goods were combined or mixed with movable or immovable objects. If the reserved goods are resold after processing or together with other goods which are not our property, or if the reserved goods are combined or mixed with other movable or immovable objects, the customer's claim against his customers shall be deemed to have been assigned to us in the amount of the value of the reserved goods. We hereby accept the assignment.
The customer is entitled to collect the claims until we revoke the direct debit authorisation. We shall not revoke the direct debit authorisation and shall not make use of our own direct debit authorisation, as long as the customer duly fulfils his contractual obligations - in particular payment obligations towards us and towards third parties. Upon request, the customer shall name the debtors of the assigned claims and notify them about the assignment; we shall also be entitled to notify the debtors of the assignment ourselves.
5. The value of the reserved goods shall be the invoice amount plus a security surcharge of 10%, which, however, shall not be taken into account if third party rights conflict with it. If the resold reserved goods are co-owned by us, the assignment of the claim shall extend to the amount corresponding to our share in the co-ownership.
6. The customer is obliged to treat the goods with care, in particular he is obliged to sufficiently insure them at his own risk against fire, water and theft at reinstatement value.
7. The customer must inform us immediately about any enforcement measures taken by third parties against the reserved goods or the assigned claims, and must hand over the documents necessary for objection.
8. The right to resell, use or install the reserved goods and the authorisation to collect the assigned claims shall expire upon cessation of payments, application for insolvency proceedings and judicial or extrajudicial settlement proceedings; the authorisation to collect shall also expire in the event of a cheque or bill protest. This shall not apply to the rights of the insolvency administrator.
9. We are entitled to demand appropriate securities for the proper fulfilment of the customer's obligations. If the value of these securities exceeds the claims to be secured by more than 20%, we shall be obliged to retransfer or release securities at our choice.

IX. Data Protection

We would like to point out that personal data will only be collected, stored and processed to the extent necessary to enter into the contractual relationships, to change them if necessary and to implement them. A passing on of the stored data takes place only in the legally permissible framework. Furthermore, we would like to point out that we are a member of a protective association for trade creditors, to which various companies in the construction, metal, chemical and fastening technology sector belong. In this respect, we are entitled to save data relating to the customer and to transmit them to the protective association for commercial creditors, which we are a member of. The privacy policy statement and the data protection information provided by us govern further details. The aforementioned documents are attached to these General Terms and Conditions as attachments; in this respect, reference is expressly made to them.



X. Jurisdiction Agreement and Choice of Law

1. Place of performance for both parties to the contract shall be Cologne, Germany.
2. The exclusive - also international - place of jurisdiction for all direct and indirect disputes arising out of the contractual relationship with the customer and for all disputes arising in connection with the contractual relationship with the customer shall be Cologne, Germany.
3. The law of the Federal Republic of Germany shall apply to these General Terms and Conditions and the contractual relations between the customer and us. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

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