

General conditions of sale and supply of

STRÄHLE-GUMMIFORMTECHNIK GMBH

Supply and payment conditions

General:

Our supply and payment conditions form part of each contract signed between us and our clients. Purchase conditions of the buyer are not binding unless formally contradicted by us.

Quotations:

Quotations made by Strähle-Gummiformtechnik GmbH are subject to change in respect to price, amounts, and delivery time and delivery facility and are binding only following our written confirmation; this is also valid for verbal agreements.

Prices:

All prices are understood to be in € plus the appropriate statutory valid VAT. Prices are ex-work, excluding freight, custom duties, import duties and packing.

If the relevant expense factors change considerably after the quotation or after the order acknowledgement up to the time of delivery, on which we have no influence, then a price adjustment clause applies as agreed.

Delivery:

Agreed delivery times are approximate. They are seen as complied with, when prior to their expiry the goods have left the works or the client has received our readiness for dispatch advice. Commitments to meet delivery times, we only assume under the condition of an uninterrupted order processing. In case of force majeure or equal events, especially fire, floods, factory and traffic disturbances, strikes, lockouts, regulatory measures, labour, energy or raw material shortness occurred by us or by our suppliers, discharge us these from timely delivery and give us also the right to stop further deliveries without indemnification or without delivery times at a later stage.

For framework contracts delivery is made according to the relevant call-off by the buyer in accordance with our confirmed delivery times. For call-off contracts the total amounts have to be collected in full within one year from the ordering date. The amount of goods not called off within that time is made available to the buyer and is immediately payable. Wage and cost increases incurred in the mean time, entitle us to correct the prices accordingly. Revised scheduling is only possible for non manufactured amounts, Raw materials produced for the contract must be processed..

Deliveries of part amounts are at our discretion. For all fabrications we reserve the right due to technical reasons, to deliver more or less quantities of minimum 10 % of the contract amounts.

Should materials supplied by the client be used for manufacturing the goods, for example metal parts, then we need for the manufacturing an excess amount of minimum 10%. The delivered goods are stored with us without liability.

Payment:

Our invoices, unless otherwise agreed, are payable after 14 days with 2% discount or within 30 days net from the date of invoice.

When the payment targets are exceeded, we are entitled to charge interests at the level of the pertaining bank rates for overdraft facilities, but at least 8 percentage points above the basic interest rate of the EZB. We reserve the right to assert a claim for a higher damage due to delay.

Packing, transport and transfer of perils:

Unless otherwise agreed, we are entitled to choose packing, means of transport and route under exclusion of any liability.

The risk is transferred to the buyer, even if delivery is made carriage paid, when the goods leave the manufacturing works. Upon written request by the buyer

the goods are insured at his costs for the risks determined by him.

Title retention:

All deliveries remain our property (conditional goods) until all claims from the business connection have been met, also when the purchase price for specially designated claims have been paid. For current account the reserved property applies for those deliveries (conditional goods) as security for the final invoice of the supplier. If, a draft liability processing is defined by us, in connection with the payment of the purchase price, the title retention does not expire prior to honouring the draft by the buyer of the drawee.

Processing by the buyer is made on our behalf under exclusion of the acquisition of property in according § 950 BGB . We become co-owner of the produced item, in relation of the net invoice value of our goods to the net invoice value of the processed goods, which are used as conditioned goods to secure our claims according paragraph 1.

When processing (combining/mixing) with other goods by the buyer, the regulations of §§ 947, 948 BGB apply, with the consequence that our part of the co-ownership of the new item counts from now on as conditioned goods in terms of these conditions.

The resale of the conditioned goods with the buyer is only permitted in the ordinary course of business, as long as they are not in default and under condition that they also agree with their customer title retention according to paragraphs 1 to 3. The buyer is not authorised to act on other regulations regarding conditioned goods, especially pledging and safety transferral.

In case of resale, the buyer herewith transfers to us, after satisfying all our claims, arrears and other legitimate claims towards their customers and the therefrom resulting auxiliary rights, resulting from the resale. Upon our request the buyer commits themselves without delay, to give us all information and hand over documents necessary to exercise our rights towards the customers of the buyer.

When the conditioned goods of the buyer after processing according paragraph 2 and/or 3 together with other goods not belonging to us, are resold, then transfer of the purchase price claim applies according paragraph 5, only in the amount of the invoice value of our conditioned goods.

Seizures or confiscation of the conditioned goods by third parties have to be advised to us forthwith. Intervention costs resulting therefrom are at the expense of the buyer, unless born by third parties.

Liability for defects:

With a prompt legitimate claim, we have the choice to either correct the claim or deliver goods free of defects (compensation delivery). With failures or refusal of the compensation delivery, the buyer can either reduce the purchase price or after setting and unsuccessful expiry of an appropriate period, withdraw from the contract.

When the claim is not considerable then he only has the right to reduce the purchase price.

We accept expenditures in connection with the compensation delivery, only as far as they in individual cases, particularly stand in an appropriate relation to the purchase price of the goods.

Expenditures, resulting from the fact that the sold goods were brought to another place than the domicile or a branch of the buyer, are not accepted by us unless this is consistent with their usual contract practice.

As long as we cannot convince ourselves of the defect and the buyer upon request does not provide us with the claimed goods or samples thereof, he cannot claim for defective goods..

General liability constraint and claim limitation:

Due to breach of contractual and other obligations, especially due to impossibility, delay, default by contract initiation and illegal action, we are also liable for our executive staff and other auxiliary persons, except in case of premeditation and gross negligence, limited to typical foreseeable contractual perils when signing the contract. These limitations do not apply in case of culpable violation of fundamental contractual obligations, as far as they endanger reaching the contract purpose, fatal injury, physical injury or harm to health and also not we maliciously concealed defects or guaranteed their absence. The regulations concerning the burden of proof are not affected by this.

Unless not otherwise agreed, contractual claims against us incurred by the buyer caused by or in connection with the delivery of the goods, are limited to one year of the delivery of the goods. Our liability from premeditated and gross negligence obligation breaches as well as the statute of limitation of legal regress claims. In case of compensation deliveries, the statute of limitation does not start again.

Moulds, tools:

The costs for manufacturing sample parts, moulds and tools are born by the buyer, unless otherwise agreed. Property right to moulds, tools and other appliances, required for manufacturing ordered parts go by the agreed stipulations.

If proportionate tool costs only are paid by the buyer, then Strähle-Gummiformtechnik GmbH remains owner of the tools.

If the tool is subject to natural wear and tear, which can no longer be repaired, new tool costs have to be levied.

We do not assume liability for tools, provided to us by the buyer. Costs for service, maintenance and repair are born by the buyer.

Our compulsory record retention for tools, moulds and other manufacturing appliances expires two years after the award of the last contract. After this period we do no longer assume liability for lost or inoperative tools.

If the buyer has to provide parts for the contract processing, these have to be delivered free manufacturing plant with the agreed excess quantity for possible scrap, in time, free of charge and free of defects. If this does not happen, then the incurred costs are born by him. .

Trade mark rights and defects of title:

If we deliver according to drawings, models, samples or by using provided parts by the buyer, then the buyer is responsible that the trade mark rights of third parties are not breached by this in the country of destination of the goods. The buyer has to exempt us from third party claims and has to replace the generated damage.

If we are forbidden by a third party to manufacture or deliver, under appeal of a trade mark belonging to him, we are entitled – without checking the legal status – to stop production, until clarification of the legal status by the buyer and the third party. Should continuing the order be unreasonable, after the delay, then we are entitled to a withdrawal.

Drawings and samples surrendered to us which did not lead to the contract, are returned upon request otherwise we are entitled to destroy them three months after issuing the quotation.

This commitment applies also to the buyer; drawings, concepts and design suggestions prepared and surrendered by us and may not be made accessible to third parties or used otherwise without our written consent. This also applies, as far as they are not protected by copyright.

Place of fulfilment and venue:

In business dealings with contractors the place of fulfilment for delivery and payment is Köngen/Neckar

Venue for all disputes, concerning contractors is Nürtingen.

German law applies also in connection with foreign partners, excluding Uniform Law on the International Sale of Goods

Should individual stipulations of these general terms and conditions be or become invalid then this does not affect the legal effectiveness of the other stipulations.

The contractual partners are obliged, to replace the invalid stipulation by a provision which comes near to the stipulation's commercial effect. .

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Strähle-Gummiformtechnik GmbH.