

General terms and conditions of Linnhoff & Partner Galvanotechnik GmbH

§ 1

Conclusion of contract, object of contract and scope of application

Our general terms and conditions apply exclusively for all contracts between ourselves and our customers, who are entrepreneurs, unless otherwise stated in our written acknowledgement of order. We only accept the customer's general terms and conditions as long as they are not contrary to ours, otherwise our general terms and conditions shall apply. By placing his order the customer acknowledges these conditions.

Our offers are free. A contract is only effective if we acknowledge in writing the customer's order made in writing or by telephone. It is only our written acknowledgement of order which is decisive for the contents of the order. This is also valid for modifications and side agreements as well as supplements to the order or follow-up orders. Characteristic or other warranties or independent warranties shall only be considered as a guarantee if they have been explicitly acknowledged by us in writing. Faxes and emails are also effective as written acknowledgements pursuant to these general terms and conditions.

We reserve our copyrights and proprietary exploitation rights without restrictions for estimates of costs, technical drawings and other documents, these may be released to third parties only with our prior written consent.

Protective devices will be provided as required by law or as expressly agreed upon. Technical details, illustrations, technical drawings and weight specifications indicated in catalogues, offers, emails and other printed materials serve only as product description and are deemed to be non-binding average values. In particular, they do not constitute guaranteed features of the products. We reserve the right to make any changes to technical data or constructions in the interest of improvements of technical progress and development.

§ 2

Delivery and time of delivery

Unless otherwise stated in the acknowledgement of order, the products will be delivered 'ex works'.

The delivery deadline does not commence until all necessary details regarding the order have been agreed upon.

Delivery deadlines and dates are non-binding, estimated declarations. They are only fixed terms if they have been expressly referred to as fixed terms in the acknowledgement of order or in subsequent correspondence of our company.

The fulfilment of our delivery obligation presupposes the fulfilment of the customer's contractual obligations including his duty of cooperation and the observance of the terms of payment agreed upon. If changes are desired by the customer, deadlines and dates commence upon our written acknowledgement of the order modification. If the customer has to provide documents, permits or approvals, in any case deadlines and dates of delivery will only commence after receiving them from the customer. Partial deliveries are permitted as long as stated expressly otherwise.

If the customer fails to take the products in due time, he has to compensate us for the resulting costs, damages and additional expenditure. If the customer is in default to accept the products, we are entitled to store the products to be accepted by the customer at the customer's expense on our premises or those of a third party.

§ 3

Packaging and shipping

If the shipping of the delivery object has been agreed upon between ourselves and the customer, the following shall apply:

Normally, each of our products is packaged individually in a cardboard package at the expense of the customer. Due to the volume and weight of the products to be shipped, other packaging units can be also used at our discretion at the expense of the customer.

All packaging is non-returnable. The disposal of the packaging and costs resulting from this disposal are at the expense of the customer. We only accept detailed shipping instructions of the customer if we have acknowledged them in writing before.

As long as no detailed shipping instructions have been agreed upon, we decide on how to dispatch the products without any obligation

as to choosing the cheapest and/or quickest method of shipping.

There is no freight refund in case of a product collecting by the customer. The customer is held responsible for costs resulting from quick or express deliveries.

If we deliver the products ourselves, we will charge the incurred costs to the customer if not agreed upon otherwise. The customer bears the risk of transport, unless something different was agreed upon between ourselves and the customer in writing. At the customer's request and costs a transport risk insurance can be agreed upon in advance according to the calculation of the respective premium.

§ 4 Passing of risk

The risk of price, loss and deterioration – also in case of partial deliveries and even if freight-free delivery has been agreed upon – passes on to the customer upon surrendering the products to the person executing the shipment. This also applies if shipment is carried out by our own staff and/or by our own transport vehicles.

§ 5 Acceptance, refusal of acceptance, cooperation and damages

If the customer refuses to accept the products illegitimately, we reserve the right to grant him a reasonable extension period and to withdraw from the contract after the futile expiry of this deadline or to demand damages for non-performance. We are entitled to charge 20 % of the delivery price as a lump-sum compensation of damage without providing evidence of the loss actually suffered, unless the customer can prove that we have suffered no or only minor damage. Our right of assertion and proof of greater damages remains reserved. If the customer is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to claim damages incurred to us including any extra expenses.

As far as the cooperation of the customer is necessary in line with the contract, this is done without any special compensation by us unless otherwise agreed upon between ourselves and the customer when the contract was concluded.

If the performing of our delivery obligation is depending on a reasonable cooperation of the customer, we are entitled to contract a third party with the performance of the cooperation at the customer's costs after the expiry of an adequate deadline set by us regarding the fulfilment of the cooperation act.

§ 6 Prices

Our prices are ex works and do not include packaging of the scope of delivery as indicated in our acknowledgement of order. Our prices are calculated in EURO plus the respective statutory value added tax.

§ 7 Terms of payment

Service fees are payable net cash immediately. Apart from that, payment has to be effected within 10 days following date of invoice with a deduction of 2 % cash discount or within 30 days following date of invoice strictly net to our payment office.

For order values exceeding € 20,000.00 the total amount is due as follows:

- 1/3 of the total amount on placement of the order
- 1/3 of the total amount on information to the buyer on the readiness of shipment
- 1/3 of the total amount on acceptance of the products with a deduction of 2 % cash

discount when paying within 10 days, or strictly net within 30 days following the date of invoice. Cheques are only accepted on account of payment. If a customer in debts or requires a delay of delivery, we are entitled to invoice the products on the originally envisaged date. The payment period applies from that date.

Retention of payments because of counterclaims or offsetting against such claims by the customer are permissible only when these are acknowledged by us, are undisputed or have been legally established.

If the customer delays or ceases payment, we are entitled to demand immediate payment of our overall claim regardless the above-mentioned regulation setting. In all of the above-mentioned cases we are also entitled to only execute any outstanding deliveries against advance payment or securities and – if the advance payment or security has not been effected within 2 weeks – to withdraw from the contract without setting any other deadline. All other claims remain unaffected. We charge interests for late payment at the legal rate.

§ 8 Reservation of proprietary rights

We reserve the right of ownership regarding all products (hereinafter called products subject to retention of title) supplied by us until the customer has fully paid resp. fully compensated the contract price for the products subject to retention of title and any other claims which may already exist or may subsequently come into being, irrespective of their legal grounds. It is only in the ordinary course of business that the customer is entitled to dispose of the products subject to retention of title or to process them or to connect them with other items (hereinafter called 'resale'). No other disposal of the products subject to retention of title is allowed. In particular, the customer is not allowed to pledge products subject to retention of title or to transfer ownership to third parties for security purposes. We must be informed immediately about any attachments made by third parties. All intervention costs are at the expense of the customer. The customer hereby assigns to us all claims he acquires against his buyers due to the resale of products subject to retention of title in the amount of the invoice value of the respective resold products subject to retention of title. The customer is only authorized and entitled to resell on the assurance that the claims thereby owed him are transferred to us.

§ 9 Warranty

Article 377 of the HGB (German Commercial Code) applies. In case of material defects with respect to products delivered by us occurring within the warranty period and whose cause has already been in existence at transfer of risk, we grant warranty at our choice by subsequent improvement or replacement delivery. In the case of remedial work we only bear the necessary costs up to the amount of the purchase price. On our request the deficient products have to be returned to us. Additional expenses incurring from the delivered products being moved to another place than the operating location of the customer after the transfer of risk, are only to be compensated by us if the transportation by the customer has been effected in regards to the intended application of the products.

The seller's warranty is 12 months following the transfer of risk.

If subsequent fulfilment fails, the customer has the right to cancel the contract or demand a reduction of the purchase price. Any further warranty claims of the buyer are excluded. The chapter 'Liability' of these general terms and conditions applies for any claims for damages.

§ 10 Liability

We are not liable for claims for damages by the customer. This provision has its exception for damages caused by intent or gross negligence by us or our agents. Our liability regarding injury to life, body or health remains also untouched with respect to exclusion of liability according to sentence 1. This is also true for our liability for violation of our essential duties of contract. Our liability in terms of the provisions of product liability law also remains unaffected.

§ 11 Scope of application, place of performance, place of jurisdiction, choice of law

In case of contractual omissions and/or the invalidity of individual articles of its conditions, the contract remains binding.

Place of performance for all obligations arising from the contract is Iserlohn. Place of jurisdiction is Iserlohn. We are also entitled to file a lawsuit before the court at the seat of the customer.

The laws of the Federal Republic of Germany exclusively apply for this contract.