

Standard Terms and Conditions of
HAEBERLE GmbH + Co. KG, Breitwiesenstrasse 13, 70565 Stuttgart, Germany
(Updated 1.7.2018)

I. General

1. All offers, deliveries and other services are exclusively subject to our following terms of sale and delivery; they only apply if the Customer is an entrepreneur (§ 14 German Civil Code (BGB)), a public law legal entity or a public law special fund.
2. Deviating, contradictory or supplementary standard terms and conditions ("STC") of the Customer only form part of the contract if and to the extent that we have expressly consented to their application. This requirement for consent applies in all cases, including for example cases in which we are aware of the Customer's STC but supply the Customer without reservation.
3. Individual terms agreed with the Customer in a specific case (including subsidiary terms, amendments and additions) take precedence over these STC in all cases.
4. References to the applicability of statutory provisions are only for clarification purposes. Such provisions apply even without such clarification, unless they are expressly amended or excluded in these STC.

II. Formation of a contract

1. Our contract offers are subject to confirmation and non-binding. This applies even if the Customer has been supplied with catalogues, technical documentation or any other product descriptions or documents - including in electronic form. We reserve title and copyright to all items of the above kind. They may not be made accessible to third parties without our approval and must be returned to us immediately on demand. Any imitation of our legally protected products is prohibited and will result in court action by us.
2. An order for goods from the Customer constitutes a binding contract offer; we are entitled to accept it by confirming the order or by delivering the goods to the Customer. By placing its order, the Customer at the same time confirms its solvency and creditworthiness. If legitimate doubts with regard to these arise after the conclusion of a contract, we are entitled to withdraw from the contract or demand appropriate securities and/or advance payments.
3. Documents such as images, plans, drawings, samples, patterns, details of dimensions/weights and any other information on which an offer or order confirmation is based are non-binding for the purposes of technical execution, unless expressly agreed otherwise. Design changes which do not prejudice the usability of the goods are permitted without any consultation with the Customer.
4. The Customer must bear the cost of any post-contract modifications or cancellations it requests. Any liability on our part for defects or damages resulting from imprecise or incomplete information being supplied with the order, e.g. "- as usual -", is excluded.

III. Prices / terms of payment / late payment constituting default as defined by German law

1. Our prices are quoted in EUR. Unless otherwise agreed in an individual case, these prices apply ex-works Stuttgart, exclude packing, freight, insurance and any other transport/delivery costs, subject to any special delivery terms agreed for individual product groups, and are subject to the addition of statutory VAT, currently 19%. Installation costs will be invoiced separately on the basis of evidence produced. Any Customs duties, fees, taxes or other public charges are payable by the Customer.
2. If more than 4 months expire between the conclusion of the contract and the dispatch of the goods, and we are not responsible for any delay in delivery, we are entitled to increase the price accordingly to take account of the material, labour and any other subsidiary costs which apply on the day of delivery and which we have to bear, unless fixed prices were expressly agreed.
3. Invoices are payable without any deduction within 30 days following the invoice date. A 2% discount will be granted on payments made within 10 days following the invoice date. Repairs, installation costs and replacement parts are always payable net cash. In the case of forward and contract release orders with a term running for more than 6 months after the order is placed, at least 1/3 is payable in advance at the time of the order, 1/3 when the goods are ready for delivery and 1/3 as a final payment after delivery is made. In the case of an order from a new customer, we reserve the right to require settlement of the invoice on delivery or payment in advance.
4. If it fails to meet the above-mentioned payment deadline, the Customer will be deemed in default. As long as it remains in default, interest is payable on the purchase price at the default interest rate applicable at the time, at the time of writing 9 percentage points above the German Bundesbank' current base rate.
5. Any costs resulting from a bill of exchange agreement are payable by the Customer.

IV. Offsetting/withholding

Any offsetting or withholding by the Customer is prohibited, unless the claim concerned is undisputed or legally final and binding. The Customer is not entitled to refuse payment on the grounds of a counterclaim arising out of another transaction.

V. Delivery

1. The delivery period begins to run when the order confirmation is dispatched, but not before the Customer has provided the licences, approvals etc. and any other documentation necessary for the execution of the order which the Customer is required to obtain.
2. Delivery will be deemed punctual if the goods leave the plant or notice of readiness for dispatch is given before the delivery deadline expires. Specifications of delivery times are non-binding; the Customer is not entitled to withdraw from the contract on the grounds of late delivery until an extended deadline of at least 6 weeks has expired. Force majeure and operational problems, in particular including ones affecting our suppliers, entitle us to require a reasonable extension of the delivery deadline. This does not entitle the Customer to claim damages, unless there is a premeditated or grossly negligent breach of obligation on our part. Partial deliveries are permitted and do not entitle the Customer to claim for necessary additional costs. Each partial delivery constitutes a separate transaction. A defect in a partial transaction does not entitle the Customer to cancel the entire contract or claim damages unless the partial execution of the contract is of no benefit to the Customer.
3. Regardless of the extent to which such an obligation even applies, special-order items will not be taken back unless they show a defect which reduces their value and usability to more than an insignificant extent.
4. In general, there will be no supplies of replacement parts after 5 years have passed following receipt of the goods.
5. As contracts with customers abroad are in place, our products may only be exported with our express permission.

VI. Delivery / passing of risk / late acceptance constituting default under German law

1. Deliveries are on an ex-works basis from our plant, which is also the place of performance. Goods will be delivered to a different destination at the Customer's expense if requested by the latter. Unless otherwise agreed we are entitled to determine the method of transport – in particular the transport firm, the transport route and the type of packing – ourselves, as long as we apply the standard of care customary in the trade, without being under any obligation to choose the cheapest or quickest method.
2. We are entitled to make partial deliveries, subject to reasonable limits.
3. If the Customer has agreed to collect goods, their storage will be at the Customer's risk from the moment when the Customer is informed of their readiness for collection.
4. The risks of the accidental destruction and accidental deterioration of the goods pass to the Customer in all cases at the latest when the goods leave our Stuttgart plant. If goods are to be transported, the risks of the accidental destruction and accidental deterioration of the goods and the risk of delay pass to the Customer when the goods are delivered / handed over to the forwarding agent, freight carrier or any other transport firm.
5. If the Customer is late in accepting goods (in such a way as to constitute default), if it fails to provide cooperation as agreed or if delivery is delayed for another reason for which the Customer is responsible, we are entitled to claim compensation for the resulting damages, including additional costs (e.g. storage costs). We are also entitled to enforce our other statutory rights.

VII. Reservation of title

1. We reserve title to goods purchased and delivered until all present and future claims arising out of the contract of sale and any current business relationship have been satisfied in full.
2. The Customer is not entitled to pledge goods subject to our reservation of title to any third party or to assign them as security, although it is permitted to sell them on in the normal course of business. The Customer hereby assigns to us the claims and subsidiary rights it acquires vis-a-vis its business partners as a result. We hereby accept this assignment. The Customer is entitled to collect claims assigned to us, as long as it is not in default with payment and has not stopped payments and as long as we have not withdrawn our direct debit authorisation for any other reason. If payment is made by the recipient of a consignment, the proceeds take the place of the goods. If the third party involved stops payments, we have a right of selection pursuant to §§ 47 ff. German Insolvency Code.
3. In the event of a breach of contract by the Customer, in particular if it fails to pay the purchase price due, we are entitled by law to withdraw from the contract and demand the return of the goods on the basis of our reservation of title and the cancellation. If the purchaser fails to pay the purchase price, we are only entitled to enforce these rights if we have set the Customer a

reasonable deadline for payment and this has expired without result or if the setting of such a deadline is not required by law. The Customer must inform us immediately of any seizure of items belonging or claims assigned to us and of any other third-party action affecting our rights. The same applies to any items supplied on a commission basis. Commission goods must also be insured against fire and theft at the Customer's expense and stored in such a way as to ensure that their value does not fall. The Customer must bear any costs and/or damages resulting from inappropriate storage.

4. Our reservation of title includes products created by means of processing, mixing or combining goods, at their full value. If a third party's title survives processing, mixing or combination of our goods with theirs, we will acquire a share of title in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same applies to the resulting product as to the goods supplied subject to reservation of title.

5. If the value of all of the securities in place for our benefit exceeds our claims by more than 10%, we will at the Customer's request release our own corresponding choice of securities.

VIII. Claims based on defects

1. To enforce its claims based on defects, the Customer must have satisfied its statutory obligations to inspect goods and submit complaints (§ 377 German Commercial Code (HGB)). If a defect becomes apparent on inspection or later, the Customer must notify us of this immediately in writing. Immediately for this purpose means dispatching the notification within two weeks of becoming aware of the defect. Independently of this obligation to inspect goods and submit a complaint, the Customer must give written notice of visible defects within two weeks following delivery; here too, it is sufficient to meet the deadline if the notice is dispatched on time. If the Customer fails to inspect and/or report a defect as required, any liability on our part for the unreported defect is excluded.

2. If an item supplied is defective, we must rectify the defect by choosing to either repair or replace it free of charge, as long as installation and start-up work is carried out by us or in accordance with our instructions. We are entitled to make rectification conditional on the Customer's paying the purchase price due.

3. The Customer must allow us the necessary time and opportunity to carry out required rectification, in particular by supplying the goods forming the subject of the complainant for inspection purposes; otherwise, we are under no obligation to rectify. In the case of a replacement, the Customer must return a defective item to us in accordance with the relevant statutory rules. Rectification does not include either removing the defective item or installing the new one, if we did not originally undertake to carry out installation.

4. We must bear the necessary costs of inspection and rectification, in particular transport, travel, labour and material costs, unless the demand for rectification turns out to be unjustified. In the latter case the Customer must reimburse the costs.

5. Only in exceptional cases, e.g. if operational safety is jeopardised or there is a risk of large damages, is the Customer entitled to rectify the defect itself and claim reimbursement of the objectively necessary costs of doing this from us. The Customer must inform us immediately of such action, if at all possible beforehand. The Customer is not entitled to rectify the defect itself, if we would be entitled by law to refuse to rectify.

6. If rectification is unsuccessful, if a reasonable deadline for rectification to be set by the Customer expires without result or if there is no legal requirement to set such a deadline, the Customer is entitled to choose either to reduce the purchase price or to cancel the contract. There is no right to cancel if the defect concerned is insignificant.

7. Any further claims by the Customer, apart from ones pursuant to a guarantee, are only enforceable if they apply pursuant to these STC or to binding legal rules. Otherwise, they are excluded.

8. To the extent permissible, claims for defects expire by limitation one year after the delivery of the item purchased. Otherwise, they will expire at the end of the statutory limitation period. If a formal acceptance procedure is agreed on, the limitation period will begin to run on formal acceptance.

IX. Other liabilities / limitations on liability

1. Our liability to pay damages is limited to cases of premeditation or gross negligence. In cases of slight negligence, we are only liable for damages arising out of injury to life, limb or health and for ones resulting from a breach of a substantial contractual obligation. Substantial for this purpose means an obligation which must be satisfied for the contract to be executed at all and which the other contract partner generally trusts and is entitled to trust will be satisfied. In such a case, liability is limited to compensation for foreseeable losses typical of the type of transaction concerned.

2. The limitations on liability imposed in Subsection 1 above do not apply if we maliciously fail to disclose a defect or have guaranteed the features of the goods. The same applies to claims by the Customer pursuant to the German Product Liability Act.

3. The Customer is only entitled to withdraw or cancel on the grounds of a breach of obligation not consisting of a defect, if we are responsible for it.

X. Choice of law / legal venue / severance

1. The application and interpretation of these STC, as well as the conclusion and interpretation of legal transactions with the Customer themselves, are exclusively subject to the laws of the Federal Republic of Germany. Any application of international uniform law, in particular the UN Convention on the International Sale of Goods, is hereby excluded.
2. If the Customer is a merchant (*Kaufmann* as defined by German law), jurisdiction belongs to the courts responsible for the place where our company is registered. We are also entitled to file suit before a court responsible for the Customer's place of registration or the location of one of the Customer's branches.
3. Should any individual provision of this contract or its elements prove to be invalid, this shall not affect the validity of its remaining terms. To the extent reasonably to be expected, the contracting parties must in good faith replace any invalid term with an economically equivalent valid one, as long as this does not result in any substantial modification of the contract's contents; the same will apply if any matter requiring a provision is not expressly covered.