

I. Scope of Application

The terms and conditions below shall apply to any and all business relations between Hopf Vertriebsgesellschaft mbH, Katharina-Paulus-Str. 8, 65824 Schwalbach (including its branch office in 82110 Germering, Industriestraße 12) and other enterprises.

Any provisions to the contrary or deviating conditions of the Buyer shall apply only, if we have consented to their application on a case-by-case basis.

II. Conclusion of the Contract

Any information provided in our invitations for the submission of orders is subject to change without notice and non-binding; they are subject to prior sale. Orders submitted to us via agents and orders submitted directly to us (Offers to conclude a contract) must be made in writing; email satisfies this requirement. The ordering of the goods by the buyer is deemed a binding Offer to conclude a contract, by which the Buyer is bound for a period of fourteen days. During this period, we are entitled to accept or reject the order, e.g. if the information received on the creditworthiness of a potential buyer is not satisfactory to us. Acceptance may either be declared in writing (e.g. by an Order Confirmation) or by the delivery of the goods.

III. Minimum Order Value and Prices

The minimum order value is EUR 75.00.

All prices are net prices ex works plus value added tax at the respective legal rate. The prices are understood without any deduction for cash payment, unless otherwise agreed upon.

IV. Scope of the Delivery Obligation

The ordered goods are delivered in their usual design and in their customary quality. Excess or short deliveries are reserved within the tolerances customary in trade, insofar as these are reasonable for the buyer, taking the mutual interests into consideration.

V. Payment

Agents and representatives of our company are entitled to collect payments only, if they are in possession of a written power of attorney covering collection.

Payment is due immediately after receipt of the goods and invoice, unless otherwise agreed upon on a case-by-case basis.

If, after the conclusion of the contract, the financial situation of the Buyer deteriorates to such a material extent that it is to be expected that the Buyer will no longer be able to perform its contractual obligations in the long run, we are entitled, in accordance with the legal provisions, to refuse performance and – fixing a time limit, when required – to withdraw from the contract (section 321 BGB/German Civil Code). In the case of contracts for the manufacture of specific items (custom-built products), we are entitled to declare withdrawal immediately; the legal provisions concerning the dispensability of fixing a time limit shall remain unaffected.

Cheques will be accepted on account of payment only after deduction of the collection and discount fees customary in banking and subject to the customary provisos.

The Buyer shall be entitled to exercise rights of setoff only against counterclaims that are undisputed, have become *res judicata* or with regard to which a relevant ruling is anticipated. A right of retention may be exercised only to the extent that the counterclaim is based on the same contractual relationship. In the case of defects of the delivery, the counterclaims of the Buyer, in particular those in accordance with section XI. subsection 4 of these General Business Conditions, shall remain unaffected.

VI. Packaging and Dispatch

Unless otherwise agreed upon, we shall be entitled to determine the manner of dispatch (in particular the freight carrier, transport route, packaging). Packaging will be charged at our cost price.

VII. Passing of the Risk

The risk of being obliged to pay the purchase price despite loss or damage shall pass to the Buyer when the goods are handed over to the party authorised to take delivery.

VIII. Delivery and Delivery Period

Orders for which no specific delivery date has been specified are delivered as quickly as possible. If we are unable to comply with an agreed delivery period, we shall inform the Buyer promptly of this fact. In this case, the Buyer is obliged to grant an appropriate grace period, starting on the day of receipt of the written notice of default. The Buyer is entitled to assert any rights under this contract only after the expiry of the grace period.

Events of force majeure (e.g. war, natural disasters, legal Industrial action, such as strike or lockout), unavoidable shortage of raw materials, accidents, unforeseen transport interruptions, production stoppages, disruptions of operations as well as any other events beyond our control shall act to prolong the delivery period accordingly. The Buyer shall be entitled to withdraw from the contract only, if, in such cases, it sends us a written reminder to make delivery after the expiry of the agreed delivery period and delivery is then not made within an appropriate period of time after we have received the reminder.

IX. Call Orders

Unless otherwise expressly agreed upon, we grant an acceptance period of 6 months for call orders, commencing on the day on which the order is placed. When the acceptance period has expired, we are entitled, at our option, to either deliver and invoice the goods or to withdraw from the contract and claim damages for non-performance.

X. Returns and Default of Acceptance

Prior to returning goods, information has to be provided so that we are able to determine the most appropriate way of handling the matter.

Returns, to which the Buyer is not entitled by reason of defects, incorrect delivery, or for any other legal reasons, will be accepted by us only, if a relevant agreement to this effect has been made beforehand.

If the Buyer does not accept the goods on the date of delivery agreed upon or on the actual date of delivery, we shall be entitled to specify an appropriate grace period for acceptance. In the case of default of acceptance, we are entitled to demand compensation for the loss incurred by us, including additional costs (such as e.g. storage costs). For the purpose of storage, we are entitled to avail ourselves of the services of a forwarding agent. From the time of expiry of the specified grace period, the risk and expense shall pass to the Buyer. Should the Buyer refuse acceptance even after the expiry of the specified grace period granted to it or if it expressly declares in advance that it does not intend to accept delivery, we are entitled to either withdraw from the contract or to claim damages for non-performance.

XI. Warranty

The Buyer's claims for defects require that it has complied with its legal duties of examination and giving notice of non-conformity (sections 377, 381 German Commercial Code/HGB). Should our goods show any defect that existed already at the time of the passing of risk

and which was notified within the prescribed period, we reserve the right to either rectify the defects or to supply a replacement.

The warranty does not extend to any damage that occurs at the Buyer as a result of normal wear and tear, humidity, excessive warming of the premises or inappropriate handling.

The warranty period is one year and commences upon delivery or storage of the goods purchased.

Should rectification fail, the Buyer may, at its option, claim a reduction of the remuneration (Reduction of the Purchase Price) or the cancellation of the purchase contract (Cancellation) as well as claim damages.

XII. Liability

We shall be liable for intent and gross negligence in accordance with the legal provisions. The same applies in the case of any losses resulting from the loss of life, damage to health or physical injury caused intentionally or grossly negligently by us or our vicarious agents, in the case of any guarantee or warranty given to the Buyer, in the event of liability in accordance with the provisions of the German Product Liability Act or in any other cases, in which unlimited liability is provided for by law.

Apart from that, we shall, in the case of damage to property and pecuniary losses caused by slight negligence, be liable only in the event of violation of an essential contractual obligation, this liability however being limited in terms of amount to losses that have been foreseeable for us at the time of conclusion of the contract and which are typical for this type of contract. Essential contractual obligations are obligations whose performance is characteristic of the contract and on whose performance the Buyer is entitled to rely.

XIII. Reservation of Title

We reserve title to the delivery item until receipt of all payments under the delivery contract. In the event of behaviour that constitutes a breach of contract on the part of the Buyer, in particular in the event of default of payment, we shall be entitled to withdraw from the contract after setting an appropriate grace period, and to take back the delivery item; the Buyer is obliged to surrender it.

As long as title has not yet passed, the Buyer is obliged to immediately inform us in writing in the event of any attachments or other intervention by third parties, so that we are able to file a suit in accordance with section 771 ZPO (German Code of Civil Procedure), when appropriate. If the intervention in accordance with section 771 ZPO has been successful and the levying of execution as regards costs against the third party ordering attachment has been unsuccessfully attempted, the Buyer shall be liable for costs incurred by us.

The Buyer shall be entitled to sell on the delivery item in the ordinary course of business; it nevertheless hereby assigns to us any and all claims in the amount of the final amount of the invoice (including VAT) for the order placed with us, which accrue to it from such resale against its buyers or against any third parties, irrespective of whether the delivery item has been sold on without or after processing. The Buyer is entitled to collect this amount receivable after its assignment. Our right to collect the amount receivable ourselves remains unaffected thereby. We nevertheless undertake not to collect the amount receivable as long as the Buyer duly and properly performs its payment obligations and is not in default of payment. In such cases, we are entitled to revoke the direct debit authorisation granted by the Buyer and demand that the Buyer

inform us of the assigned receivables and their debtors, provide any information required for collection, hand over the pertinent documents and notify the debtors (Third Parties) of the assignment.

Any processing or modification or conversion of the delivery item by the Buyer shall always be made in the name and on behalf of our company. If the delivery item is processed together with other goods not belonging to us, we acquire co-ownership in the new item in the proportion of the value of the delivery item to the other processed items at the time of processing. Apart from that, the same shall apply to the item created by means of processing as to the goods that are subject to the retention of title.

If the delivery item is inseparably mixed with other items not owned by us, we shall acquire co-ownership in the new item in the proportion of the value of the delivery item to the other mixed items at the time of mixing. If the mixing took place in such a way that the item of the Buyer has to be considered the main item, the Buyer shall transfer co-ownership to us on a pro-rata basis. The Buyer shall keep the sole ownership or co-ownership in safe custody for us.

In addition, the Buyer shall assign to us those claims for the protection of our claims against it, which accrue to it against any third party as a result of the combination of the delivery item with a plot of land; we hereby accept any such assignment.

Upon the request of the Buyer, we shall release collateral at our discretion, if the realisable value of the collateral provided exceeds our claims by more than 10 per cent.

XIV. Requirement of written Form

Any and all agreements between the Buyer and us must be made in writing, unless otherwise unanimously agreed upon between us and the Buyer at a later date; email satisfies this requirement. The same also applies to amendments of or supplements to these General Business Conditions and Conditions of Sale. Provisions amended on a case-by-case basis apply only to the order concerned.

XV. Applicable Law, Place of Performance and Place of Jurisdiction

Any and all contracts concluded with us are exclusively subject to German law, to the exclusion of international uniform law, in particular of the UN-Sales Convention (United Nations Convention on contracts for the International Sale of Goods). Place of performance is the registered office of our company; exclusive – also international – place of jurisdiction is Frankfurt am Main.

XVI. Severability Clause

Should any of the provisions of these General Business Conditions and Conditions of Sale be or become invalid or should there be any gaps in the provisions of this contract, the parties to this contract shall – to the extent non-mandatory law is not applicable or its application would lead to an unacceptable result – replace or supplement the invalid or incomplete provision by appropriate regulations that to the largest extent possible correspond to the economic purpose of the intended regulation. The validity of the remaining provisions shall remain unaffected thereby.

(Last amended: 9/2017)