

General Terms of Sale and Delivery of Getzner Spring Solutions GmbH



1. General

Getzner Spring Solutions GmbH operates solely according to the following Terms and Conditions. These terms govern all agreements to be concluded with Getzner Spring Solutions GmbH and form the basis for all quotations. They also apply to all future business relations, even if they are not expressly agreed again. However, if it has been agreed that the German Construction Contract Procedures Part B (VOB/B) are applicable, the rules set forth therein take precedence.

Deviating General Terms and Conditions of the contractual party are hereby rejected. Supplementary agreements require the written form and are binding only when confirmed in writing by Getzner Spring Solutions GmbH. The same applies to verbal assurances.

2. Quotations

Our quotations are always subject to change and are non-binding. This also applies to all accompanying documents, illustrations, weight specifications and dimensions. All documents remain the property and copyright of Getzner Spring Solutions GmbH. Any reproduction or disclosure to third parties is prohibited without the prior written consent of Getzner Spring Solutions GmbH.

3. Delivery and performance

Getzner Spring Solutions GmbH is entitled to deviate from an order to deliver improved products. Delivery deadlines are binding only if agreed in writing. For operational reasons, Getzner Spring Solutions GmbH is entitled to deliver goods fourteen days prior to or following the delivery date.

In the event of delays resulting from force majeure or other circumstances beyond the control of Getzner Spring Solutions GmbH (this also includes delays by upstream suppliers) or material procurement difficulties, delivery and performance deadlines are extended for the duration of the impediment plus an appropriate lead time. Because of the unfulfilled part of the contract, Getzner Spring Solutions GmbH is entitled to withdraw from the contract in part or in full. If the impediment lasts for more than three months, the customer is entitled to withdraw from the contract after an appropriate grace period with regard to the still unfulfilled part of the contract. The customer is only entitled to claim damages if the delay in delivery has arisen from wilful or gross negligence or non-observance of a written assurance on the part of Getzner Spring Solutions GmbH.

4. Transfer of risk

Risk transfers to the customer as soon as the consignment has been handed over to the carrier or has left the warehouse of Getzner Spring Solutions GmbH for shipping. If shipment is delayed at the customer's request, the risk passes to the customer upon notification that the goods are ready for shipment. If the customer is in default of acceptance, the risk of accidental loss or deterioration of the goods passes to the customer.

5. Place of performance

The place of performance for all contractual obligations is the headquarters of Getzner Spring Solutions GmbH.

6. Warranty and liability

The customer shall inspect the delivered goods immediately upon receipt, confirm acceptance of the services rendered and shall notify Getzner Spring Solutions GmbH in writing within eight days of any defects or incomplete deliveries. Defects not detected upon careful inspection within this period are to be reported to Getzner Spring Solutions GmbH in writing immediately upon discovery. In the case of third-party products, the liability of Getzner Spring Solutions GmbH shall be limited to assignment of the claims to liability accruing to it against the supplier of the third-party product.

If Getzner Spring Solutions GmbH is directly liable, Getzner Spring Solutions GmbH will choose whether remedial action should take the form of repair or replacement of the object of the contract or parts of the same. The warranty period reflects the statutory regulations and commences upon the transfer of risk.

If Getzner Spring Solutions GmbH chooses to repair the defect and this is not possible even after several attempts, the customer is entitled to demand a reduction in the purchase price or cancellation of the contract. However, the customer is not entitled to a replacement product. The customer is not entitled to correct the defect himself by way of substitution, unless this is urgently required in order to prevent disproportionately high losses or the operational safety of the customer is in serious jeopardy as a result of the defect.

Warranty claims against Getzner Spring Solutions GmbH and its subcontractors and vicarious agents concerning impossibility of performance, positive breach of contract, faults upon conclusion of the contract or unlawful action are excluded unless they are the result of gross or wilful negligence. This also applies to claims for damages arising from breach of contract, however only insofar as compensation for direct or consequential losses is required, unless the liability is based on an assu-

rance that protects the buyer against the risk of such loss. Liability is limited to the losses that could have been foreseen at the conclusion of the contract. In any case, the seller's liability as set out in the German Product Liability Act (Produkthaftungsgesetz) and other claims on the grounds of producer liability remain unaffected.

7. Reservation of title

Until settlement of all claims (including all balances arising from current account transactions) to which Getzner Spring Solutions GmbH is entitled against the customer now or in the future for any legal reason whatsoever, Getzner Spring Solutions GmbH shall be granted the following securities which shall be released upon request and at its discretion, insofar as their value exceeds the claims by more than 20% on a long-term basis:

- The goods remain the property of Getzner Spring Solutions GmbH. Processing or reforming shall always be performed for Getzner Spring Solutions GmbH as the manufacturer, but without incurring any obligations on its part. If the (co-)ownership of Getzner Spring Solutions GmbH expires due to combination of the goods, it is hereby agreed that the customer's (co-)ownership of the unified item shall pass to Getzner Spring Solutions GmbH proportionately according to its invoice value. The customer shall store the goods for Getzner Spring Solutions GmbH free of charge. Goods for which Getzner Spring Solutions GmbH is entitled to (co-)ownership are hereinafter referred to as the reserved goods.

- The customer is entitled to process or sell the reserved goods in the ordinary course of business, as long as the customer is not in default. Pledges or collateral assignments are not permitted. The customer hereby assigns to Getzner Spring Solutions GmbH by way of security and in full all claims (including all balances arising from current account transactions) arising from the resale or another legal basis (insurance, unlawful action) in respect of the reserved goods. Getzner Spring Solutions GmbH hereby grants the revocable authorisation to the customer to collect the claims assigned to Getzner Spring Solutions GmbH in its own name on behalf of Getzner Spring Solutions GmbH. This collection authorisation can only be revoked if the customer fails to fulfil his payment obligations.

In the event of any action by third-party against the reserved goods, particularly in the case of distraint, the customer will refer to the ownership of Getzner Spring Solutions GmbH and inform Getzner Spring Solutions GmbH immediately so that it can exercise its right of ownership. Should the third party not be in a position to reimburse Getzner Spring Solutions GmbH for the judicial and extra-judicial costs incurred in connection with these proceedings, the customer shall become liable for such costs.

If the customer is in breach of contract - in particular in the event of a default in payment - Getzner Spring Solutions GmbH is entitled to reclaim the reserved goods or, if applicable, to demand assignment of the customer's claims for return against third parties. The recovery and seizure of the reserved goods by Getzner Spring Solutions GmbH shall not constitute withdrawal from the contract.

8. Prices and payment

Prices quoted by Getzner Spring Solutions GmbH are ex works unless otherwise stated in the quotation or subsequent order confirmation. They do not include VAT; this will be itemised separately on the invoice and charged at the statutory rate applicable on the date of invoicing. Neither do the prices include packaging, shipping and transport insurance costs.

Unless otherwise agreed, invoices issued by Getzner Spring Solutions GmbH are payable immediately and in full upon receipt of the invoice. Payments will always be used to settle the oldest payable accounts plus the default interest accrued thereon, regardless of any payment condition of the customer. A payment is only deemed to have been made when the seller is able to access the amount. In the case of cheques, payment is only deemed to have been made once the cheque has cleared. The customer is only entitled to offset, withhold or reduce payment - even if notifications of defects or counterclaims have been made - if the counterclaims have been legally established or are not disputed. Payments to representatives without written collection authority are not permitted.

9. Breach of contract

If the customer refuses acceptance of the agreed delivery, withdraws from the contract prior to delivery or the contract is not fulfilled for any other reason for which the customer is responsible, a lump sum liquidated damages payment amounting to 10% of the total contract value is payable for simplified ascertainment and enforcement of the existing claim for damages.

This regulation is intended solely to facilitate claims settlement. Getzner Spring Solutions GmbH expressly reserves the right to assert further claims for damages in excess of the lump sum compensation payment. This does not affect the customer's obligation to fulfil the contract. The preceding liquidated damage clause does not affect the right of the customer to provide evidence that such damage did not occur at all or is significantly less than the lump sum in question.

10. Choice of law

The legal relationship between the customer and Getzner Spring Solutions GmbH is governed exclusively by the laws of the Federal Republic of Germany.

11. Jurisdiction agreement

Insofar as the customer is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch) or a legal entity under public law, the place of jurisdiction for all disputes between the parties arising directly or indirectly from the contractual relationship is Besigheim.

This place of jurisdiction also applies to non-merchants if the customer does not have a place of general jurisdiction in Germany or moves his domicile or usual place of residence abroad after conclusion of the contract.

Valid July 2015